

No. 16089 ✓

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION NO.
13-433, Respondent.

Transcript of Record

Petition For Enforcement of an Order of the
National Labor Relations Board

FILED
OCT - 9 1958
PAUL P. O'BRIEN, CLERK



No. 16089

United States
Court of Appeals
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION NO.
13-433, Respondent.

Transcript of Record

Petition For Enforcement of an Order of the
National Labor Relations Board

INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

	PAGE
Answer to Complaint (G.C. 1-J).....	10
Answer to Petition for Enforcement of an Order of the National Labor Relations Board	64
Certificate of the National Labor Relations Board	57
Charge (G.C. 1-A).....	3
Charge, First Amended (G.C. 1-C).....	5
Complaint (G.C. 1-E).....	7
Decision and Order.....	45
Supplemental	52
Exceptions to the Intermediate Report and Recommended Order	36
First Amended Charge (G.C. 1-C).....	5
Intermediate Report and Recommended Order	12
Conclusions of Law.....	31
Findings of Fact.....	14
Recommendations	32

ii.

Names and Addresses of Attorneys.....	1
Petition for Enforcement of an Order of the National Labor Relations Board.....	60
Statement of Points on Which Petitioner Will Rely (USCA)	63
Statement of Points on Which Respondent Will Rely (USCA).....	65
Supplemental Decision	52
Transcript of Proceedings and Testimony.....	66
Exhibits for General Counsel:	
1-A—Charge	3
1-C—First Amended Charge.....	5
1-E—Complaint	7
1-J—Answer	10
2—(Partial) Working Agreement Be- tween International Woodworkers, Local Union 13-433 and Ralph L. Smith Lumber Co.....	225
4—Letter Dated May 6, 1955, Robert P. Crimmins to Ralph L. Smith Lumber Co.	226
5—Copy of Letter Dated May 16, 1955, Robert P. Crimmins to Ralph L. Smith Lumber Co.....	227
6—Copy of Letter Dated May 17, 1955, Ralph L. Smith Lumber Co. to Rob- ert P. Crimmins.....	229

Transcript of Proceedings—(Continued):

Exhibits for General Counsel—(Continued):

7—Copy of Letter Dated May 20, 1955, Ralph L. Smith Lumber Co. to Robert P. Crimmins.....	230
8—Copy of Letter Dated May 23, 1955, Robert P. Crimmins to Ralph L. Smith Lumber Co.....	232
9—Note Dated May 13, 1955 Signed by Charles Hatfield to A. B. Hood.....	233
10—Copy of Letter Dated May 13, 1955, Charles Hatfield to Ralph L. Smith Lumber Co.	233
11—Check-Off Authorization for Dues and Initiation Fees Dated May 13, 1955, Signed by Charles Hatfield....	234
12—Application for Membership Signed May 13, 1955 by Charles Hatfield....	235
14—Authorization for Dues and Initiation Fees Deduction Signed Paul E. Thomas, Dated May 5, 1955.....	236
15—Authorization for Dues and Initiation Fees Deduction Signed Walter D. Spangle, Dated May 5, 1955.....	236
21—(Partial) Constitution of International Woodworkers of America.....	237
22—(Partial) Constitution and By-Laws of International Woodworkers of America	238

Transcript of Proceedings—(Continued):

Exhibits for General Counsel—(Continued):

23—Copy of Letter Dated July 21, 1955, Frank W. Shuman to Local Union 13-433, IWA-CIO	239
---	-----

Witnesses for General Counsel:

Anderson, Warren W.	
—direct	122
—cross	144

Hansen, Walter O.	
—direct	172
—cross	175
—redirect	181

Hood, Arthur Bristow	
—direct	68
—cross	69

Johnston, Herbert	
—direct	72
—cross	110
—redirect	121

Witnesses for Respondent:

Crimmins, Robert P.	
—direct	195
—cross	207
—redirect	220
—recross	221

Transcript of Proceedings—(Continued):

Witnesses for Respondent—(Continued):

Dickey, Ernest

—direct 155

—cross 166

Gordon, James M.

—direct 186

—cross 189

—redirect 194

Watkins, Ed

—direct 183

NAMES AND ADDRESSES OF ATTORNEYS

THOMAS J. McDERMOTT,

Assistant General Counsel,

MARCEL MALLET-PREVOST,

Assistant General Counsel,

National Labor Relations Board,

Washington, D. C.,

Attorneys for Petitioner.

HALPIN & HALPIN,

1428 West Street,

Redding, California,

Attorneys for Respondent.

GENERAL COUNSEL'S EXHIBIT No. 1-A

United States of America
National Labor Relations Board

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

Case No. 20-CB-408. Date Filed: 6-14-55.

* * * * *

1. Labor Organization or Its Agents Against Which Charge Is Brought:

Name: International Woodworkers of America
affiliated with C. I. O. and Canadian Congress of
Labour, Local 13 - 433, Robert P. Crimmins, Agent
(bus.).

Address: P. O. Box 923, Anderson, California.

The above-named organization or its agents has engaged in and is engaging in unfair labor practices within the meaning of Section (8b) Subsections (1)(A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge:

On or about May 17, 1955, it, by its officers and agents, caused Ralph L. Smith Lumber Co. to discharge Charles Hatfield because of his lack of membership in said Union, membership having been denied him on some ground other than his failure to tender his periodic dues and initiation fees uni-

General Counsel's Exhibit No. 1-A—(Continued)
formly required as a condition of acquiring membership.

By the above act, and by other acts and conduct, it, by its officers and agents, restrained and coerced employees, and is restraining and coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

3. Name of Employer: Ralph L. Smith Lumber Co.

4. Location of Plant Involved: Box 697, Anderson, California.

5. Type of Establishment: Sawmill and Logging operations.

6. Identify Principal Product or Service: Lumber Manufacturing.

7. No. of Workers Employed: 1000 approx.

8. Full Name of Party Filing Charge: Charles R. Hatfield.

9. Address of Party Filing Charge: General Delivery, Lewiston, California.

10. Tel. No.

11. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CHARLES R. HATFIELD.

June 12, 1955.

GENERAL COUNSEL'S EXHIBIT No. 1-C

United States of America
National Labor Relations Board

FIRST AMENDED CHARGE AGAINST
LABOR ORGANIZATION OR ITS AGENTS

Case No.: 20-CB-408. Date Filed: 8-16-55.

* * * * *

1. Labor Organization or Its Agents Against
Which Charge Is Brought:

Name: International Woodworkers of America,
CIO, Local Union 13-433.

Address: P. O. Box 923, Anderson, California.

The above-named organization or its agents has engaged in and is engaging in unfair labor practices within the meaning of Section (8b) Subsections 1(A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

2. Basis of the Charge:

On or about May 16, 1955, it, by its officers, agents and representatives, attempted to cause, and on or about May 17, 1955, did cause, the Ralph L. Smith Lumber Company at Anderson, California, to discharge Charles R. Hatfield from its employ, although the said Hatfield, on or about May 13, 1955, did tender the periodic dues and initiation fees uniformly required as a condition of acquiring

General Counsel's Exhibit No. 1-C—(Continued)
or retaining membership in the above-named labor organization.

By the above act, and by other acts and conduct, it, by its officers and agents, restrained and coerced employees, and is restraining and coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

3. Name of Employer: Ralph L. Smith Lumber Co.

4. Location of Plant Involved: Box 697, Anderson, California.

5. Type of Establishment: Sawmill and Logging Operations.

6. Identify Principal Product or Service: Lumber Manufacturing.

7. No. of Workers Employed: 1000 approx.

8. Full Name of Party Filing Charge: Charles R. Hatfield.

9. Address of Party Filing Charge: 1753 Placer St., Redding, Calif.

10. Tel No.

11. Declaration: I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

/s/ By CHARLES R. HATFIELD,
An Individual.

8-14-55.

GENERAL COUNSEL'S EXHIBIT No. 1-E

United States of America
Before the National Labor Relations Board
Twentieth Region

Case No. 20-CB-408

In the Matter of INTERNATIONAL WOOD-
WORKERS OF AMERICA, CIO, LOCAL
UNION 13-433 and CHARLES R. HAT-
FIELD, an Individual,

COMPLAINT

It having been charged by Charles R. Hatfield, an individual, that International Woodworkers of America, CIO, Local Union 13-433, herein called Respondent Union, has engaged in, and is engaging in, unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C.A. 141, et seq. (Supp. July 1947), herein called the Act, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director for the Twentieth Region, designated by the Rules and Regulations of the National Labor Relations Board, Series 6, as amended, Section 102.15, hereby issues this Complaint and alleges as follows:

I.

Ralph L. Smith Lumber Company, herein called the Employer, is a Missouri corporation engaged in manufacturing and selling lumber products with its

General Counsel's Exhibit No. 1-E—(Continued) principal office located in Anderson, California. It has plants located at Anderson and other points in California. During the year 1954 it sold and shipped from its plants in California lumber and lumber products exceeding \$7,000,000 in value directly to customers located outside the State of California.

II.

Respondent Union is a labor organization within the meaning of Section 2(5) of the Act.

III.

On or about May 17, 1955, and for several months before said date, Charles R. Hatfield was employed by the Employer at its Anderson plant as a choker setter.

IV.

On or about May 16, 1955, Respondent Union attempted to cause, and on or about May 17, 1955, Respondent Union did cause, the Employer to discharge the aforesaid Charles R. Hatfield from its employ, although the said Hatfield on or about May 13, 1955, had tendered the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Respondent Union.

V.

On or about May 17, 1955, the Employer, acting upon the demands of Respondent Union as set forth in paragraph IV, above, discharged the aforesaid Charles R. Hatfield from its employ.

General Counsel's Exhibit No. 1-E—(Continued)

VI.

By the acts set forth in paragraphs IV and V, above, Respondent Union attempted to cause, and did cause, the said Employer to discriminate against Charles R. Hatfield in violation of Section 8(a)(3) of the Act, and did thereby engage in, and is thereby engaging in, unfair labor practices within the meaning of Section 8(b)(2) of the Act.

VII.

By the acts set forth in paragraph IV, above, Respondent Union did restrain and coerce employees in the exercise of the rights guaranteed them in Section 7 of the Act, and did thereby engage in, and is hereby engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

VIII.

The acts of Respondent Union set forth in paragraph IV, above, occurring in connection with the operation of Employer described in paragraph I, above, have a close, intimate and substantial relation to trade, traffic, and commerce among the several states and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

IX.

The acts of Respondent Union as set forth in paragraph IV, above, constitute unfair labor practices within the meaning of Section 8(b)(1)(A) and 8(b)(2), and Section 2(6) and (7) of the Act.

General Counsel's Exhibit No. 1-E—(Continued)

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, on this 17th day of August, 1955, issues his Complaint against International Woodworkers of America, CIO, Local Union 13-433, the Respondent named herein.

[Seal] /s/ GERALD A. BROWN,
Regional Director, 20th Region, National Labor
Relations Board.

GENERAL COUNSEL'S EXHIBIT No. 1-J

[Title of Board and Cause.]

ANSWER

Comes now International Woodworkers of America, CIO, Local Union 13-433, and in answer to the Complaint makes the following allegations, admissions and denials:

I.

Admits the allegations contained in Paragraph I of the Complaint.

II.

Admits the allegations contained in Paragraph II of the Complaint.

III.

Admits the allegations contained in Paragraph III of the Complaint and further alleges that Charles R. Hatfield became employed by Ralph L. Smith Lumber Company on October 17, 1954.

General Counsel's Exhibit No. 1-J—(Continued)

IV.

Denies the allegations contained in Paragraph IV of the Complaint except admits that Charles R. Hatfield was discharged by the Employer on or about May 17, 1955.

V.

Denies the allegations contained in Paragraph V of the Complaint.

VI.

Denies the allegations contained in Paragraph VI of the Complaint.

VII.

Denies the allegations contained in Paragraph VII of the Complaint.

VIII.

Denies the allegations contained in Paragraph VIII of the Complaint.

IX.

Denies the allegations contained in Paragraph IX of the Complaint.

Wherefore, Respondent International Woodworkers of America, CIO, Local Union 13-433 prays that the Complaint herein be dismissed.

HALPIN and HALPIN,

/s/ By JACK HALPIN,

Attorneys for Respondent.

Duly Verified.

[Title of Board and Cause.]

INTERMEDIATE REPORT AND RECOMMENDED ORDER

Robert J. Scolnik, Esq., for the General Counsel. Jack Halpin, Esq., for the Respondent. Orr M. Chenoweth, Esq., for Ralph L. Smith Lumber Company.

Before: Howard Myers, Trial Examiner.

Statement of the Case

Upon an amended charge duly filed on August 16, 1955,¹ by Charles R. Hatfield, the General Counsel of the National Labor Relations Board, herein respectively called the General Counsel² and the Board, by the Regional Director for the Twentieth Region (San Francisco, California), issued his complaint, dated August 17, against International Woodworkers of America, Local Union 13-433, affiliated with the Congress of Industrial Organizations, herein called Respondent, and on occasions called the Union, alleging that Respondent had engaged in, and was engaging in, unfair labor practices affecting commerce within the meaning of Section 8 (b) (1) (A) and (2) and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, as amended, herein called the Act.

¹ Unless otherwise noted all dates refer to 1955.

² This term specifically includes counsel for the General Counsel appearing at the hearing.

Copies of the amended charge and complaint, together with notice of hearing thereon, were duly served upon Respondent and Hatfield.

With respect to the unfair labor practices, the complaint alleged in substance that on or about May 16, Respondent unlawfully attempted to cause, and on or about May 17, unlawfully caused Hatfield's employer, Ralph L. Smith Lumber Company, herein called the Company, and on occasions called the employer, to discharge Hatfield from its employ thereby causing his employer to discriminate against him in violation of Section 8 (a) (3) of the Act.

On August 25, Respondent duly filed an answer denying the commission of the alleged unfair labor practices.

Pursuant to due notice, a hearing was held on September 28, 29 and 30 at Redding, California, before the undersigned, the duly designated Trial Examiner. The General Counsel and Respondent were represented by counsel and were afforded full opportunity to be heard, to examine and cross examine witnesses, to introduce pertinent evidence, to argue orally at the conclusion of the taking of evidence, and to file briefs and proposed findings of fact and conclusions of law on or before October 20.³ Briefs have been received from the General Counsel and from Respondent's counsel which have been duly considered.

³ At the request of Respondent's counsel, the time to file briefs was extended to and including November 7.

Upon the entire record in the case and from his observations of the witnesses, the undersigned makes the following:

Findings of Fact

I. The business operations of the employer

Ralph L. Smith Lumber Company, a Missouri corporation, has its principal offices and place of business in Anderson, California, where it is engaged in, and during all times material herein was engaged in, manufacturing and selling lumber and lumber products. During 1954, it sold and shipped from its Anderson plant, the employees of which are the only ones concerned in this proceeding, and from its other California plants lumber and lumber products exceeding \$7,000,000 to customers located outside the State of California.

Upon the above undisputed facts the undersigned finds that the employer here involved is engaged in, and during all times material was engaged in, commerce within the meaning of the Act and that it will effectuate the policies of the Act for the Board to assert jurisdiction in this proceeding.

II. The labor organization involved

International Woodworkers of America, Local Union 13-433, affiliated with the Congress of Industrial Organizations, is a labor organization admitting to membership employees of the employer here involved.

III. The unfair labor practices

The question presented is whether Respondent

violated the Act when Ralph L. Smith Lumber Company, Hatfield's employer, bowed to Respondent's insistent demands and discharged Hatfield on May 17, 1955. From the evidence established at the hearing, most of which is not in dispute, the undersigned is convinced, and finds, that, on the authority of the Board's decisions in Aluminum Workers International Union Local No. 135, AFL, (111 NLRB 411 and 112 NLRB No. 80), the question must be resolved against Respondent. The facts upon which this conclusion is based may be summarized as follows:

Under date of October 4, 1950, the Company entered into a contract with Respondent, the certified collective bargaining representative of the Company's production and maintenance employees, including those employed as such in the Company's woods operations. Said contract, as amended from time to time, was in full force and effect during all times relevant to this proceeding and contains a provision requiring, as a condition of employment, that all employees covered must become members within a specific time and thereafter maintain said membership in good standing.

In October, 1954, Hatfield, Paul Thomas, and Walter Spangle were hired by the Company as woods operators and as such were within the unit described in the agreement.

In the latter part of November 1954, Respondent's business agent, Robert P. Crimmins, informed

^{3A} See also Biscuit & Cracker Workers Union, No. 405, 109 NLRB 985, enf. on other grounds, 227 F. 2d 573 (C. A. 2).

Hatfield, Thomas, and Spangle that they had been employed by the Company the prerequisite length of time to make each obliged to join Respondent. After some discussion, Crimmins agreed, solely because the Company was about to shut down its woods operations for the winter, not to insist upon the three employees joining Respondent at that time provided that if, and when, they returned to the Company's employ with the reopening of the operations in the spring, they would join the Union. At the time of the seasonal shutdown (about November 28), Hatfield had been in the Company's employ 42 days (having worked 23 days), Thomas had been employed 40 days (having worked 25 days), and Spangle had been employed 51 days (having worked 34 days).

About mid-March 1955, the woods operations reopened and Hatfield, Thomas, and Spangle were rehired in positions covered by the contract. It was not, however, until May 5, that any one of the three was requested by any Union official to join Respondent. On that day, Ernest Dickey, a vice president of the Union and also its head woods steward, requested Hatfield, Thomas, and Spangle to sign Union membership application cards. The last two named did so. Hatfield, however, refused the card Dickey offered him, stating that he had signed one the previous fall.

When Crimmins arrived at the camp later that day, May 5, Dickey told him of his conversation with Hatfield. Either that evening or the following morning, Crimmins searched the Union's records

and discovered that Hatfield had not applied for membership nor had he paid the required initiation fees or dues.

On May 6, Crimmins again went to the woods and, during a conversation with Herbert Johnson, the Company's woods timekeeper, payroll clerk and keeper of the Company store,⁴ stated that he intended to demand Hatfield's discharge because Hatfield had not joined the Union pursuant to the union shop clause of the contract between Respondent and the Company.

Under date of May 6, Crimmins wrote the Company requesting Hatfield's discharge for failure to join the Union. Because of the intervening weekend Crimmins' letter did not arrive at the Company's main offices until May 9, and it was not received by Arthur B. Hood, the Company's vice-president and general manager, to whom the letter was addressed, until May 10, due to Hood's absence from his office.

That evening, May 10, after Hood had told Walter D. Hansen, the logging superintendent, of the contents of Crimmins' letter, Hansen replied, to quote from Hansen's credited testimony, "Well, there is something wrong. I have talked to Mr. Hatfield and Mr. Hatfield expressed to me his willingness to join the union, and also stated that he had believed that he had been signed in, but that if there

⁴ The record is clear, and the undersigned finds, that Johnson is, and during all times material was, a non-supervisory employee.

was anything wrong he would certainly like to take care of it.”⁵

The fallers, of which Dickey was one, had quit work early on May 10, and Dickey thereupon went fishing. When he returned to camp that evening he was told by Harvey Watson, the Union's recording secretary for the woods operations, that Hatfield had been looking for him in order “to sign a card to enter the Union.”

At approximately 6:30 on the morning of May 11, shortly before starting time, Hatfield walked into the Company store and asked Johnson to sign him

⁵ Hansen's conversation with Hatfield took place in a Company bus during the May 10 noon hour and in the presence of some 12 or 14 other Company employees. According to Hansen's credited and un-denied testimony the following then took place:

I told Mr. Hatfield that I had heard that his discharge was going to be demanded and there might be some trouble, and I asked him what the situation was. I asked him if he was a conscientious objector to unionism, or joining the union. He said he was not. I suggested that he take care of it. He said, “Well, I am perfectly willing to join the union.” He seemed most cooperative. He wasn't hostile, but he was docile. I turned to members in the bus, crew men in the bus, and I said, in effect, “Here is a good man that wants to join your union. Can't some good union sign him up?” At least one man replied, “There is no job steward here. Jim Gordon is sick. Why doesn't he go to the [Company] camp and see Dickey?” I suggested that he (Hatfield) do that. [Hatfield] told me of his trouble to get to camp. He was riding from Redding with a group of people that didn't normally go to camp to get to work * * * He said he would make every effort to do so.

"into the union." Johnson replied that he had no authority to do so and suggested that he see Dickey. After work that evening, Hatfield returned to the Company store and inquired of Johnson where he could find Dickey. Johnson pointed out the Company house in which Dickey lived. Hatfield went there but Dickey was not at home. Hatfield then returned to the store and asked Charles Holbert, a landing or side rod foreman, to kindly inform Dickey that he had been trying to contact Dickey in order to join the Union.

Crimmins testified, and the undersigned finds, that during the course of a conversation with Hansen on the morning of May 11, the latter told him that he would either have Hatfield join the Union shortly or at least have Hatfield pay the required Union dues; and he replied that in his letter of May 6, he did not enlist the Company's aid in obtaining Hatfield's membership but only requested the Company discharge him.

On the morning of May 12, just prior to the departure of the camp bus for the woods, Hansen told Dickey that Hatfield was anxious to join the Union and therefore he would like "to get the mess" straightened out. Dickey replied that he had no personal objections to Hatfield but the matter was out of his hands and therefore he could not "do anything about it."

While Dickey and Hansen were having the above-related conversation Hatfield entered the Company store and told Johnson that he was desirous of lo-

eating Dickey in order to join the Union. When Johnson informed him that Dickey was entering the bus, Hatfield immediately went to the bus and, according to Dickey's credited and uncontradicted testimony the following ensued between him and Hatfield:

* * * he (Hatfield) came up to the window where I was, and the window was up * * * He tapped on the window and asked did I have them cards for him to sign that morning. Before I could give him an answer, the bus driver drove on * * * However, after we got to the woods * * * Hatfield came up to where I was working and asked me why didn't I have the cards for him to sign. I told him that everything was beyond my control at the time and I couldn't let him sign any cards. We had already had our crew meeting at the camp [the previous] night.⁶

Between the time Hatfield saw Dickey in the bus on May 12, and the time he spoke to him in the woods, as more fully described immediately above, Hatfield returned to the Company store, requested pen and paper of Johnson, and then wrote and signed the following, which he handed to Johnson:

I have offered to join the union as soon as the papers are offered to me to sign I will do so.⁷

⁶ At a meeting of the woods operators held at the camp on the night of May 11, Crimmins' action with respect to his demand for Hatfield's discharge was unanimously ratified by the members present.

⁷ The above was erroneously dated May 13.

On the morning of May 13, James M. Gordon, a Union woods job steward who had been hospitalized from May 2 until May 12, came into the Company store to make some purchases. During the conversation Johnson had with him, he apprised Gordon of the Hatfield affair. Johnson then stated that he thought the Union had mishandled the situation. Gordon agreed that the matter had not been handled correctly, and said that, under the circumstances, he "would be willing to sign Hatfield into the union." After Gordon had left, Johnson prepared for Hatfield's signature a letter addressed to the Company, for the attention of Hansen, reading as follows:

Please find enclosed my authorization for the deduction of union dues and initiation fees which have been signed by me this date to be considered as nunc-pro-tunc to 1 November 1954.

You are authorized by me to make the deductions from my pay check in accordance with the enclosed union deduction slip.

When Gordon returned to the store later that morning, Johnson showed him the letter. While they were discussing it, Johnson received a radio call requesting a certain machine part for a caterpillar. Johnson told the caller that he would bring the part and then asked Gordon if he wished to join him. After replying in the affirmative, Gordon suggested that Johnson wait a few minutes until he went to his house⁸ to obtain some Union checkoff

⁸ Gordon lived in a Company house located at the camp.

forms in order to "sign Hatfield into the union."

Gordon and Johnson went to the place where Hatfield was working and gave him the original and a copy of the letter which Johnson had typed. After Gordon and Johnson had explained to Hatfield the purpose and nature of the letter, and after Hatfield had stated that he had endeavored to join the Union on several occasions but no one would sign him up, Gordon prepared a membership application card which Hatfield signed and returned to Gordon. Hatfield then signed the letter Johnson had prepared and several carbon copies thereof. The original was handed to Johnson and one of the signed carbon copies was sent to Respondent. Gordon signed the application card as subscribing witness and after signing the aforesaid letter, placed under his signature, "Job Steward International Woodworkers of America, C.I.O. Local 13-433."

That afternoon, May 13, Hatfield informed Gordon and Johnson that he regretted signing the letter authorizing the Company to remit to the Union dues dating back to November 1, 1954 because he had ascertained that "the others were not paying back dues." After some discussion, Gordon destroyed the letter and prepared a checkoff dues slip normally used by the Union and the Company, which, after Hatfield had signed it, was given to Johnson. Sometime between May 13 and May 15, Johnson noted on the Company's records and upon the original checkoff form a notation that Hatfield's

dues deduction was to begin with the payroll period commencing May 15.⁹

While Crimmins was at the camp on May 14, he was told by Gordon that Hatfield had signed an application card and a checkoff slip. Crimmins, after telling Gordon that he had received a copy of the “nunc-pro-tunc” letter, stated that he “wished” that Gordon had not signed up Hatfield. When Gordon offered Hatfield’s signed application card to Crimmins, that latter refused it, suggesting that Gordon retain it.¹⁰

Under date of May 16, Crimmins wrote the Company and, after stating that he had received a copy of Hatfield’s “nunc-pro-tunc” of May 13, again requested that Hatfield be discharged for failure to

⁹ The employees covered by the contract were paid twice a month. The usual procedure, apparently with Respondent’s approval, was to make deductions for Union dues, etc., from the second pay period of each month. In cases where employees signed checkoff slips prior to the 15th of the month the deductions were made from their second pay of that month otherwise the deductions were made the following month.

¹⁰ Upon the entire record, including Respondent’s Constitution and By-laws, the undersigned finds that Gordon, in his capacity as woods shop steward, was an agent of the Union within the meaning of Section 2 (13) of the Act and therefore his actions and conduct as such representative are attributable to Respondent. *International Longshoremen’s and Warehousemen’s Union*, 79 NLRB 1487, 1509; *N. L. R. B. v. Acme Mattress Co., Inc.*, 192 F. 2d 524 (C. A. 7); *International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 182, etc.*, 111 NLRB 952.

comply with the provisions of the union security clause of the contract. The Company complied with this request and discharged Hatfield on May 17.

Under date of May 20, the Company, at Hatfield's request, sent the Union a check for \$23.50 being payment of Hatfield's initiation fees and his May 1955 dues which amount was deducted from his pay for the period commencing May 15.

Under date of May 23, the Union returned the check with a covering letter stating, in part, that the check could not be accepted because Hatfield was not a member of the Union nor was he eligible to become one.

On July 14, the Company reinstated Hatfield and he worked until he was discharged sometime in August, for failure to report for work as a result of being arrested for disturbing the peace.

Under date of July 21, Frank W. Shuman, Esq., Hatfield's attorney wrote the Union as follows, a copy of which was sent to the Company:

As you know, Mr. Charles R. Hatfield has been reinstated by the Ralph L. Smith Lumber Company as of July 14th, 1955.

Enclosed find my trust fund check in the sum of \$30.50; this sum represents \$20.00 initiation fee for joining the union and dues of \$3.50 per month for the months of April, May and June. It is understood that the succeeding months will be deducted from his pay in the usual manner by Ralph L. Smith Lumber Company and forwarded to you.

If there is any question concerning Mr. Charles R. Hatfield's application to join the union, this let-

ter also constitutes such a request and application for joining same.

On July 27, Respondent's counsel wrote Shuman that the Union was returning his check because it could not accept it since Hatfield was ineligible for membership.

At no time has Respondent questioned the sufficiency of the amount tendered by, or on behalf of, Hatfield, either to Hatfield, to his attorney, or to the Company.

Respondent vigorously contends that the Board in the Aluminum case did not make "good law." It also contends that the Board's pronouncements therein must be narrowly construed otherwise a conflict with them and the Act will necessarily arise since the broad language used by the Board indicates that "a tender of dues no matter when made is good so long as it is made before actual discharge." With these contentions the undersigned can not concur.

Respondent also argues that the facts in the Aluminum case are quite different from those in the instant in that, among things, Hatfield never made a bona fide attempt to join the Union nor did he make a full and unqualified tender of his initiation fees and dues.

It was conceded at the hearing by the General Counsel that a valid union shop was in effect between Respondent and the Company at the time Hatfield was in the latter's employ and that Hat-

field was covered by it; that as of the time the Union first requested his discharge, Hatfield was delinquent in his obligations to the Union since he had been employed by the Company more than 30 days without having tendered the required initiation fee and dues.

The credible evidence establishes, however, that Spangle and Thomas were exactly in the same position as Hatfield at the time each of them signed a membership application card on May 5. As found above, all three men were hired at about the same time in October 1954, and were laid off at about the same time the next month because of the shut down of the Company's woods operations. Shortly before their lay offs, Crimmins agreed, although he knew that Hatfield, Thomas, and Spangle had been in the Company's employ more than 30 days, to waive the immediate payment of the initiation fees and dues of the aforesaid persons provided that they would join the Union if, and when, they were rehired by the Company, upon the reopening of the woods operations the following spring.

The credible evidence further shows that Hatfield, Thomas, and Spangle returned to work about mid-March 1955; that each worked 8 days in March and 12 days in April; that on May 5, at Dickey's solicitation, Thomas and Spangle each signed Union membership application cards; that they also signed checkoff slips which were later turned over to the Company; that when Dickey asked Hatfield on May 5 to sign an application card he told Dickey that he had signed one the previous fall; and that before

Hatfield actually signed an application card and checkoff slip on May 13, he had made several bona fide attempts to join the Union.

The record is manifestly clear, and the undersigned finds, that the parties to the above-mentioned collective bargaining contract administered the collection of dues and initiation fees through a system mutually agreeable, including the various mechanical operations involved. What actually transpired with respect to the administration of the aforesaid system for the first payroll period in May, 1955, as it applied to Hatfield, Thomas, and Spangle was testified to by Johnson and by Warren W. Anderson, the Company's paymaster. According to the latter's uncontradicted and credited testimony, Anderson's department received on May 16 or 17, Johnson's pay sheets for the woods employees including those of Hatfield, Thomas, and Spangle; that the pay sheets of each of the three named persons had entries inserted thereon by Johnson for the deduction of \$23.50 for Union dues and initiation fees; that between May 17 and 20, in the regular course of business, these deductions were entered upon Hatfield's, Thomas', and Spangle's earnings record sheets, upon the Company's payroll journal, and upon said employees' pay check stubs; that under date of May 20, at Hatfield's request, a check for \$23.50 was sent by the Company to the Union in payment of Hatfield's initiation fees and dues; that on May 28, in accordance with the practice acceptable to the Union, the Company sent the Union the regular and customary dues collection

list for the payroll period for the first half of May, which contained notations that \$23.50 had been deducted from the pay of Hatfield, Thomas, and Spangle; that sometime between June 1 and 5, the Company sent the Union a check for the initiation fees and dues checked off for said payroll period, including \$23.50 for Spangle and a like amount for Thomas but excluding any amount for Hatfield because of the separate check for \$23.50 previously sent to the Union; and that the dues and initiation fees collection list and the Company's check for initiation fees and dues of all employees who had duly authorized such deductions were accepted by Respondent without question.¹¹

Hatfield's actions in signing a membership application card on May 13, and then handing it to Gordon, an authorized shop steward, clearly establishes that his numerous efforts prior thereto to join the Union were sincere and illustrates a bona fide attempt on his part to comply with the contract's union security provisions. The undersigned so finds. The undersigned further finds that by executing the checkoff slip prepared by Gordon on May 13, which Gordon gave to Johnson, to whom all such slips signed by the woods operators are delivered, Hatfield made a "full and unqualified tender" within the meaning of the doctrine laid down by the Board in the Aluminum case (112 NLRB No. 80). This

¹¹ Most of the 500 plant employees and most of the 60-80 woods operators in the Company's employ in May 1955, had authorized the Company to deduct from their pay the required initiation fees and dues.

finding is especially bolstered by the fact that Article V, of the contract between Respondent and the Company reads in part as follows:

The Company shall honor written assignments of wages to the Union when the assignments are submitted in substantially the following form:

“To Ralph L. Smith Lumber Co., Anderson, Calif.

Dated.....

“Until further notice, I hereby authorize you to deduct from my wages monthly, and to pay to Local Union No. 433, IWA-CIO, Union dues of \$. per month.

.....
Signature of Employee”

Such an assignment may be revoked in writing at any time. Until such an assignment is revoked the Employer shall remit to the Union the dues deducted pursuant to such assignment not less than once each month, with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The Union shall hold the Employer harmless against any claim which may be made by reason of the deduction of Union dues.

Furthermore, the Union posted in conspicuous places about the camp placards calling the employees' attention to the availability of checkoff slips for both initiation fees and dues and thus it appears that Respondent agreed to accept as a full and un-

qualified tender of initiation fees and dues signed checkoff slips.

Upon the record as a whole, the undersigned is convinced, and finds, that Respondent's actions as epitomized above, in attempting to cause, and actually causing, the Company to unlawfully discharge Hatfield, were violative of Section 8 (b) (1) (A) and (2) of the Act.

IV. The effect of the unfair labor practices upon commerce

The activities of Respondent set forth in Section III above, occurring in connection with the operations of Ralph L. Smith Lumber Company, set forth in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and, such of them as have been found to be unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Having found that Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8 (b) (1) (A) and (2) of the Act, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

In order to make effective the interdependent guarantee of Section 7, to prevent a recurrence of unfair labor practices and thereby minimize indus-

trial strife which burdens and obstructs commerce and thus effectuate the policies of the Act, the undersigned will recommend that Respondent cease and desist from in any manner infringing upon the rights of the employees or prospective employees of Ralph L. Smith Lumber Company, or of any other employer, guaranteed in Section 7 of the Act.

As it has been found that Respondent, in violation of the Act, caused Ralph L. Smith Lumber Company to discharge Charles R. Hatfield, the undersigned shall recommend that Respondent make him whole for any loss of pay he may have suffered because of the discrimination against him by payment to him of a sum of money equal to the amount he would normally have earned as wages, less his net earnings during the period he was not working full time for Ralph L. Smith Lumber Company from May 17 to July 14, 1955.

Upon the basis of the foregoing findings of fact and upon the entire record in the case, the undersigned makes the following:

Conclusions of Law

1. International Woodworkers of America, Local Union No. 13-433, affiliated with Congress of Industrial Organizations, is a labor organization within the meaning of Section 2 (5) of the Act.

2. Ralph L. Smith Lumber Company, Anderson, California, is an employer within the meaning of Section 2 (2) of the Act and is engaged in commerce within the meaning of Section 2 (6) of the Act.

3. By restraining and coercing employees of the Company in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act.

4. By causing and attempting to cause the Company, an employer, to discriminate against its employees, in violation of Section 8 (a) (3) of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (2) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that International Woodworkers of America, Local Union No. 13-433, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Attempting to cause and causing Ralph L. Smith Lumber Company, its officers, agents, successors, and assigns, to discharge any of its employees except in accordance with the terms of a valid union-shop contract, or in any other manner attempting to cause said Company, its officers, agents, successors, and assigns, to discriminate against any of its employees in violation of Section 8 (a) (3) of the Act.

(b) Restraining or coercing employees or prospective employees of Ralph L. Smith Lumber Company, or of any other employer, in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Post immediately in conspicuous places in business office of International Woodworkers of America, Local Union No. 13-433 at Anderson, California, and in all places where notices to its members are customarily posted, copies of the notice attached hereto marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by Respondent, be posted by it immediately upon receipt thereof and be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material:

(b) Mail to said Regional Director signed copies of the aforesaid notice for posting, Ralph L. Smith Lumber Company willing, at the Company's woods

operations where notices to its employees are customarily posted;

(c) Make Charles R. Hatfield whole for any loss of wage he may have sustained as the result of the unfair labor practices in the manner set forth in the Section entitled "The remedy";

(d) Notify said Regional Director, in writing, within twenty (20) days from the date of the receipt of this Intermediate Report and Recommended Order what steps Respondent has taken to comply herewith;

(e) It is further recommended that unless on or before twenty (20) days from the date of the receipt of this Intermediate Report and Recommended Order Respondent notify the said Regional Director, in writing, that it will comply with the above recommendations, the National Labor Relations Board issue an order requiring it to take the aforesaid action.

Dated this 14th day of December, 1955.

/s/ HOWARD MYERS,
Trial Examiner.

APPENDIX A

Notice to All Members of International Woodworkers of America, Local Union No. 13-433, and to All Employees of Ralph L. Smith Lumber Company. Pursuant to the Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act,

we hereby notify our members and the employees of Ralph L. Smith Lumber Company, that:

We Will Not cause or attempt to cause Ralph L. Smith Lumber Company, its officers, agents, successors, or assigns, to discriminate against any employee or prospective employee of said Company, or of any other employer, in violation of Section 8 (a) (3) of the Act.

We Will Not restrain or coerce employees or prospective employees of Ralph L. Smith Lumber Company, its officers, agents, successors, or assigns, or of any other employer, in the exercise of the rights guaranteed in Section 7 of the Act, or in their right to refrain from all or any such concerted activities, except to the extent that such right may be affected by the proviso in Section 8 (b) (1) (A) of the Act, or by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

We will make Charles R. Hatfield whole for any loss of pay suffered because of the discrimination against him.

International Woodworkers of America,
Local Union No. 13-433,
(Labor Organization).

Dated.....

By
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Title of Board and Cause.]

EXCEPTIONS TO THE INTERMEDIATE REPORT AND RECOMMENDED ORDER

Respondent International Woodworkers of America, CIO, Local Union 13-433 excepts to the following findings of fact, conclusions of law, and recommendations contained in the intermediate report and recommended order in the above entitled case.

I. Excepts to the Following Statement: p. 2, lines 40-50:

“The question presented is whether Respondent violated the Act when Ralph L. Smith Lumber Company, Hatfield’s employer, bowed to Respondent’s insistent demands and discharged Hatfield on May 17, 1955. From the evidence established at the hearing, most of which is not in dispute, the undersigned is convinced, and finds, that, on the authority of the Board’s decision in Aluminum Workers International Union Local No. 135, AFL, (111 NLRB 411 and 112 NLRB No. 80), the question must be resolved against Respondent. The facts upon which this conclusion is based may be summarized as follows:”

II. Excepts to the Following Statement: P. 3, lines 50-60; p. 4, lines 1-2:

“That evening, May 10, after Hood had told Walter D. Hansen, the logging superintendent, of the contents of Crimmins’ letter, Hansen replied,

to quote from Hansen's credited testimony, 'Well, there is something wrong. I have talked to Mr. Hatfield and Mr. Hatfield expressed to me his willingness to join the union, and also stated that he had believed that he had been signed in, but that if there was anything wrong he would certainly like to take care of it.' "

"4 The record is clear, and the undersigned finds, that Johnson is, and during all times material was, a non-supervisory employee.

5 Hansen's conversation with Hatfield took place in a Company bus during the May 10 noon hour and in the presence of some 12 or 14 other Company employees. According to Hansen's credited and undenied testimony the following then took place:

I told Mr. Hatfield that I had heard that his discharge was going to be demanded and there might be some trouble, and I asked him what the situation was. I asked him if he was a conscientious objector to unionism, or joining the union. He said he was not. I suggested that he take care of it. He said, 'Well, I am perfectly willing to join the union.' He seemed most cooperative. He wasn't hostile, but he was docile. I turned to members in the bus, crew men in the bus, and I said, in effect, 'Here is a good man that wants to join your union. Can't some good union sign him up?' At least one man replied, 'There is no job steward here. Jim Gordon is sick. Why doesn't he go to the (Company) camp and see Dickey?' I

suggested that he (Hatfield) do that. (Hatfield told me of his trouble to get to camp. He was riding from Redding with a group of people that didn't normally go to camp to get to work * * * He said he would make every effort to do so."

III. Excepts to the Following Statement: p. 4, lines 5-10:

"The fallers, of which Dickey was one, had quit work early on May 10, and Dickey thereupon went fishing. When he returned to camp that evening he was told by Harvey Watson, the Union's recording secretary for the woods operations, that Hatfield had been looking for him in order 'to sign a card to enter the union.' "

IV. Excepts to the Following Statement: p. 5, lines 11-20:

"Between the time Hatfield saw Dickey in the bus on May 12, and the time he spoke to him in the woods, as more fully described immediately above, Hatfield returned to the company store, requested pen and paper of Johnson, and then wrote and signed the following, which he handed to Johnson:

I have offered to join the union as soon as the papers are offered to me to sign I will do so."

V. Excepts to the Following Statement: p. 5, lines 44-46:

"After replying in the affirmative, Gordon suggested that Johnson wait a few minutes until he

went to his house^s to obtain some Union checkoff forms in order to 'sign Hatfield into the union.' "

VI. Excepts to the Following Statement: p. 5, lines 47-55; p. 6, lines 1-5:

"Gordon and Johnson went to the place where Hatfield was working and gave him the original and a copy of the letter which Johnson had typed. After Gordon and Johnson had explained to Hatfield the purpose and nature of the letter, and after Hatfield had stated that he had endeavored to join the union on several occasions but no one would sign him up, Gordon prepared a membership application card which Hatfield signed and returned to Gordon. Hatfield then signed the letter Johnson had prepared and several carbon copies thereof. The original was handed to Johnson and one of the signed carbon copies was sent to Respondent. Gordon signed the application card as subscribing witness and after signing the aforesaid letter, placed under his signature, 'Job Steward International Woodworkers of America, C.I.O. Local 13-433.' "

VII. Excepts to the Following Statement: p. 7, lines 25-28:

"At no time has Respondent questioned the sufficiency of the amount tendered by, or on behalf of, Hatfield, either to Hatfield, to his attorney, or to the Company."

^s"Gordon lived in a Company house located at the camp."

VIII. Excepts to the Following Statement: p. 7, lines 31-38:

“Respondent vigorously contends that the Board in the Aluminum case did not make ‘good law.’ It also contends that the Board’s pronouncements therein must be narrowly construed otherwise a conflict with them and the Act will necessarily arise since the broad language used by the Board indicates that ‘A tender of dues no matter when made is good so long as it is made before actual discharge.’ With these contentions the undersigned can not concur.”

IX. Excepts to the Following Statement: p. 7, lines 52-58:

“The credible evidence establishes, however, that Spangle and Thomas were exactly in the same position as Hatfield at the time each of them signed a membership application card on May 5. As found above, all three men were hired at about the same time in October, 1954, and were laid off at about the same time the next month because of the shut down of the company’s woods operations.”

X. Excepts to the Following Statement: p. 8, lines 1-10:

“The credible evidence further shows that Hatfield, Thomas, and Spangle returned to work about mid-March 1955; that each worked 8 days in March and 12 days in April; that on May 5, at Dickey’s solicitation, Thomas and Spangle each signed Union

membership application cards; that they also signed checkoff slips which were later turned over to the company; that when Dickey asked Hatfield on May 5 to sign an application card he told Dickey that he had signed one the previous fall; and that before Hatfield actually signed an application card and checkoff slip on May 13, he had made several bona fide attempts to join the union."

XI. Excepts to the Following Statement: p. 8, lines 41-53; p. 9, lines 1-27:

"Hatfield's actions in signing a membership application card on May 13, and then handing it to Gordon, an authorized shop steward, clearly establishes that his numerous efforts prior thereto to join the union were sincere and illustrates a bona fide attempt on his part to comply with the contract's union security provisions. The undersigned so finds. The undersigned further finds that by executing the checkoff slip prepared by Gordon on May 13, which Gordon gave to Johnson, to whom all such slips signed by the woods operators are delivered, Hatfield made a 'full and unqualified tender' within the meaning of the doctrine laid down by the Board in the Aluminum case (112 NLRB No. 80). This finding is especially bolstered by the fact that Article V, of the contract between Respondent and the Company reads in part as follows:

The company shall honor written assignments of wages to the union when the assignments are submitted in substantially the following form:

'To Ralph L. Smith Lumber Co.

Anderson, California

Dated

Until further notice, I hereby authorize you to deduct from my wages monthly, and to pay to Local Union No. 433, IWA-CIO, Union dues of \$. per month.

.....

Signature of Employee

Such an assignment may be revoked in writing at any time. Until such an assignment is revoked the Employer shall remit to the union the dues deducted pursuant to such assignment not less than once each month, with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

The union shall hold the employer harmless against any claim which may be made by reason of the deduction of union dues."

XII. Excepts to the Following Statement: p. 9, lines 28-33:

"Furthermore, the union posted in conspicuous places about the camp placards calling the employee's attention to the availability of checkoff slips for both initiation fees and dues and thus it appears that Respondent agreed to accept as a full and unqualified tender of initiation fees and dues signed checkoff slips."

XIII. Excepts to the Following Statement: p. 9, lines 35-39:

“Upon the record as a whole, the undersigned is convinced, and finds, that Respondent’s actions as epitomized above, in attempting to cause, and actually causing, the company to unlawfully discharge Hatfield, were violative of Section 8 (b) (A) and (2) of the Act.”

XIV. Excepts to the Following Statement: p. 9, lines 40-49:

“The activities of Respondent set forth in Section III above, occurring in connection with the operations of Ralph L. Smith Lumber Company, set forth in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and, such of them as have been found to be unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.”

XV. Excepts to the Following Statement: p. 9, lines 52-63; p. 10, lines 1-11:

“Having found that Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8 (b) (1) (A) and (2) of the Act, the undersigned will recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

In order to make effective the interdependent guarantee of Section 7, to prevent a recurrence of unfair labor practices and thereby minimize industrial strife which burdens and obstructs commerce

and thus effectuate the policies of the Act, the undersigned will recommend that Respondent cease and desist from in any manner infringing upon the rights of the employees or prospective employees of Ralph L. Smith Lumber Company, or of any other employer, guaranteed in Section 7 of the Act.

As it has been found that Respondent, in violation of the Act, caused Ralph L. Smith Lumber Company to discharge Charles R. Hatfield, the undersigned shall recommend that Respondent make him whole for any loss of pay he may have suffered because of the discrimination against him by payment to him of a sum of money equal to the amount he would normally have earned as wages, less his net earnings during the period he was not working full time for Ralph L. Smith Lumber Company from May 17 to July 14, 1955."

XVI. Excepts to the Following Statement: p. 10, lines 26-30:

"By restraining and coercing employees of the company in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (1) (A) of the Act."

XVII. Excepts to the Following Statement: p. 10, lines 31-35:

"By causing and attempting to cause the Company, an employer, to discriminate against its employees, in violation of Section 8 (a) (3) of the Act, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8 (b) (2) of the Act."

XVIII. Excepts to the Following Statement:
p. 10, lines 36-39:

"The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act."

XIX. Excepts to the Following Statement: p. 10, lines 47-62; p. 11, lines 1-40:

[Note: Cease and Desist Order appearing here is the same as set out at pages 32-34 of this printed record.]

Dated: January 20, 1956. Redding, California.

/s/ JACK HALPIN,

Attorney for Respondent, I.W.A., CIO., Local
Union 13-433.

United States of America
Before The National Labor Relations Board

Case No. 20-CB-408

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION 13-
433, (RALPH L. SMITH LUMBER COM-
PANY, Employer) and CHARLES R. HAT-
FIELD, An Individual.

DECISION AND ORDER

On January 30, 1956, the Board issued an order in this case adopting the findings, conclusions and recommendations of the Intermediate Report of Trial Examiner Howard Myers, no statement of

exceptions to the Report having been timely filed. The Trial Examiner had found that the Respondent's actions in attempting to cause and actually causing the Employer to discharge the charging party, Hatfield, were violative of Sections 8 (b) (1) (A) and 8 (b) (2) of the Act. To remedy the violations found the Board ordered the Respondent to cease and desist from the conduct found to be unlawful and to take certain affirmative action.

On February 7 the Respondent moved that the Board reopen the case on the ground that its delay in filing exceptions was due to other commitments and inefficiency in mimeographing service. The Board on February 13, 1956, denied this motion as lacking in merit.

Thereafter the case was considered by the United States Court of Appeals for the Ninth Circuit upon the Board's petition for summary entry of decree. The Court, on August 6, 1956, remanded the case to the Board with directions to consider the matter on the merits "including the objections of Respondent which are in its office" inasmuch as the said objections (exceptions) had actually arrived in Washington, D. C., on the due date but were undeliverable because the Board's office was closed, and did not by their late delivery interfere with the Board's processing of the case.

In addition to its Exceptions to the Intermediate Report, the Respondent has filed a brief and a supplementary brief in support of its exceptions. Its request for oral argument was denied in the Board's aforesaid order of January 30, 1956.

Pursuant to the Court's remand of this case the Board has now considered the Intermediate Report, the Respondent's exceptions and briefs, and the entire record in the case. It has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board hereby adopts the findings, conclusions and recommendations of the Trial Examiner with the additions noted below. As the Respondent's position is adequately set out in the record, the exceptions and the briefs, we again deny its request for oral argument.

The Trial Examiner based his finding that Hatfield had made a full and unqualified tender of dues before his discharge, hence that the discharge demanded by Respondent was in violation of Section 8 (b) (1) (A) and (2) of the Act, upon the Board's decision in Aluminum Workers International Union (The Metal Ware Corporation), 111 NLRB 411, 112 NLRB 619, which has since been enforced by the United States Court of Appeals for the Seventh Circuit.¹ The Court's opinion makes no specific reference to the Board's construction of the Act that "a full and unqualified tender made any time prior to actual discharge, and without regard as to when the request for discharge may have been made, is a proper tender and a subsequent discharge based upon the request is unlawful." Reference is made by the Court to the

¹ 230 F. 2d 515, 37 LRRM 2640.

obvious good faith of the employee in question and to her having made full tender before "the operative demand" for discharge, language which the Respondent here would construe as indicating a significant change from or rejection of the quoted Board construction of the Act. We do not so construe the Court's opinion. We view the Court's decision as an analysis of the particular facts in the light of the statutory purpose of Section 8 (a) (3) and (b) (1) to bar "free riders," and not as implying that tender is meaningless once a union has effectually, in the circumstances, demanded a discharge.

Since enforcement of the Aluminum Workers Case, we have applied the principle of recognizing a valid tender before actual discharge in a case involving the tender of an initiation fee. See *Technicolor Motion Picture Corporation, et al.*, 115 NLRB 1607.² We there held that causing an employer to discharge an employee after tender of the initiation fee was a violation of Section 8 (b) (1) (A) and (2) of the Act. Frequent demands for discharge had preceded the fee payment and had continued up to the day on which the discharge actually occurred and on which, incidentally, the employee's membership application was accepted by the union. The Respondent contends that the present case is distinguishable from the *Technicolor*

² Member Bean notes his dissent in the *Technicolor Motion Picture Corporation* case, but wishes to state that he considers himself bound by that decision.

case because it never did accept Hatfield's tender of initiation fee and dues, thus refusing to waive late payment. We do not agree. We deem the Technicolor decision controlling. When it became clear on May 10, about the time the first request for discharge was received, that the Respondent would no longer postpone its demand that he join as it had the previous fall, Hatfield made several attempts to sign whatever was necessary for union membership and dues payment. On May 13 a job steward of the union, qualified to take Hatfield's application, did so. But on May 16 the union's business agent, who had already gotten membership approval for the discharge unknown to the job steward, again demanded the discharge on the ground that Hatfield was "ineligible for membership." No contention was made by the Respondent that the tender was insufficient, and, as found by the Trial Examiner, the Respondent had established a practice of accepting signed checkoff slips as a full and unqualified tender of initiation fees and dues. In the circumstances we find that Hatfield could not be deemed a "free rider" from the time on May 13 when he executed the checkoff slip supplied to him by the job steward and handed to the Employer's storekeeper in the customary manner. His discharge thereafter, on May 17, cannot be defended under the union shop agreement.

Having found no merit in the exceptions to the Intermediate Report filed by the Respondent, we shall issue the order recommended therein.

Order

Upon the basis of the above findings of fact and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, International Woodworkers of America, AFL-CIO, Local Union No. 13-433, its officers, representatives, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Attempting to cause and causing Ralph L. Smith Lumber Company, its officers, agents, successors, and assigns, to discharge any of its employees except in accordance with the terms of a valid union-shop contract, or in any other manner attempting to cause said Company, its officers, agents, successors, and assigns, to discriminate against any of its employees in violation of Section 8 (a) (3) of the Act.

(b) Restraining or coercing employees or prospective employees of Ralph L. Smith Lumber Company, or of any other employer, in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Post immediately in conspicuous places in business office of International Woodworkers of America, AFL-CIO, Local Union No. 13-433, at Anderson, California, and in all places where notices to its members are customarily posted, copies of the notice attached hereto marked "Appendix A."³ Copies of said notice, to be furnished by the Regional Director for the Twentieth Region, shall, after being duly signed by Respondent, be posted by it immediately upon receipt thereof and be maintained by it for a period of at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(b) Mail to said Regional Director signed copies of the aforesaid notice for posting, Ralph L. Smith Lumber Company willing, at the Company's woods operations where notices to its employees are customarily posted;

(c) Make Charles R. Hatfield whole for any loss of wages he may have sustained as the result of the unfair labor practices in the manner set forth

³ In the event this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing An Order."

in the Intermediate Report and Recommended Order in the Section entitled "The remedy";

(d) Notify the Regional Director, in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

Dated, Washington, D. C., Feb. 20, 1957.

[Seal] BOYD LEEDOM, Chairman,
 ABE MURDOCK, Member,
 PHILIP RAY RODGERS, Member,
 STEPHEN S. BEAN, Member,
 National Labor Relations Board.

[Note: Appendix is the same as Appendix A set out at pages 34-35 except for the words "Pursuant to a Decision and Order of the National Labor Relations Board.]"

United States of America
Before The National Labor Relations Board

Case No. 20-CB-408

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION 13-
433 (RALPH L. SMITH LUMBER COM-
PANY, Employer) and CHARLES R. HAT-
FIELD, An Individual.

SUPPLEMENTAL DECISION

On February 20, 1957, the Board entered its Decision and Order in this proceeding¹ in which it

¹ 117 NLRB 405.

found that Respondent Union had violated Section 8 (b) (1) (A) and (2) of the Act by causing the discharge of woods employee Hatfield under its valid union security agreement, at a time when Hatfield had made a full and unqualified tender of initiation fees and dues. In its opinion the Board referred as precedent to its decisions in Aluminum Workers International Union (The Metal Ware Corporation),² and in Technicolor Motion Picture Corporation,³ wherein it held that a full and unqualified tender of dues and initiation fees at any time before actual discharge was a proper tender and a subsequent discharge unlawful. It also referred to the opinion of the United States Court of Appeals for the Seventh Circuit in the Aluminum case.⁴

Since issuance of the Board's Decision and Order in this proceeding, the United States Court of Appeals for the Ninth Circuit has, in the Technicolor case,⁵ denied enforcement and ordered a remand. The Court interprets the union shop proviso to Section 8 (a) (3) of the Act as authorizing the execution of collective bargaining agreements which make time of the essence with regard to the tender of initiation fees within the thirty day

² 111 NLRB 411, 112 NLRB 619.

³ 115 NLRB 1607.

⁴ *N.L.R.B. v. Aluminum Workers International Union, Local No. 135, AFL*, 230 F. 2d 515 (C.A. 7), March 2, 1956, 37 L.R.R.M. 2640.

⁵ *N.L.R.B. v. Technicolor Motion Picture Corporation, et al.*, 248 F. 2d 348. C.A. 9), September 24, 1957, 40 L.R.R.M. 2660.

grace period allowed by the proviso, holding that a belated tender under such an agreement, although made before actual discharge, will not avert a valid discharge—contrary to the Board's view. The Court declined to pass upon the contention that Respondents, in the particular circumstances of that case, were precluded from insisting upon their respective rights under the contract, stating that it would be sound policy for the Board rather than the Court to initiate any theory of waiver or preclusion in this area of the law. Thus the Court, although disagreeing with the Board's interpretation of the basic legal principle involved, recognized that particular cases may require relaxation of the rule.

We have carefully reexamined and reconsidered the entire record in this case in the light of the Technicolor court decision, and with all due respect to that Court, we adhere to our original decision and our interpretation of the Act. Moreover, even assuming that Hatfield's tender was belated, we nevertheless find that the Respondent accepted Hatfield's tender and thereby waived his asserted delinquency as a ground for discharge.

As stated in our earlier decision, Respondent had established a practice of accepting signed check-off slips as a full and unqualified tender of initiation fees and dues, and Hatfield made such a full and unqualified tender to job steward Gordon on May 13, 1955. Gordon accepted it. Respondent contends, however, that its business agent rejected Hatfield's tender, and hence that it did not waive

its contract right to insist upon timely payment. As we have said, we do not agree. Regardless of the fact that Respondent's business agent refused to accept Hatfield's membership application from job steward Gordon, and that he later, upon receiving the Employer's check covering Hatfield's initiation fee and dues pursuant to Hatfield's check-off authorization of the 13th, returned the check to the Employer, Respondent was bound by the actions of Gordon whom it had clearly authorized to sign up new members. Notices posted by Respondent to the lumber company employees concerning obligations under the union security agreement stated in part:

It is essential that new applicants for membership contact the Union Shop Steward in their department, or the Business Agent of the Union, and be prepared to pay the Initiation Fee, which is \$20.00 and \$3.50 for a month's dues. A convenient Check-Off Card is provided for both Initiation Fee and monthly dues for your convenience.

Gordon defined his duty as a job steward as follows: "I am supposed to sign up the new men as they come to work, sign them up into the union."⁶ This testimony was corroborated by Crimmins, the business agent. Furthermore, Respondent's Constitution and By-Laws contains nothing to negate this authority on the part of the job steward. Thus the Trial Examiner's finding (I.R. ftn. 11, 117 NLRB

⁶ Gordon also testified that he had planned to sign up Hatfield and the two others who had not signed up in the fall, on May 3, but was prevented from doing so by his injury on May 2 and his stay in the hospital until May 12.

413) that Gordon as job steward⁷ for the Union was its agent, and that his actions and conduct as steward are attributable to it, is amply supported by the record. In the circumstances, we deem Gordon's acceptance of Hatfield's tender to have constituted acceptance by Respondent. Nor do we see that Gordon's testimony on redirect examination, that he "probably wouldn't have" signed Hatfield up had he known of the discharge letter, alters the effect of his having done so. Gordon was authorized to act for the Respondent in that capacity and he did so in the instance with which we are concerned. On this record we find that Respondent, by the action of its agent Gordon in accepting the checkoff slip for initiation fees and dues tendered by Hatfield, waived its right to insist that Hatfield be discharged for failure to make a prompt tender.

For the reasons hereinabove stated, we affirm our Decision and Order of February 20, 1957, as supplemented herein.

Dated, Washington, D. C., Feb. 24, 1958.

[Seal] BOYD LEEDOM, Chairman,
 PHILIP RAY RODGERS, Member,
 STEPHEN S. BEAN, Member,
 JOSEPH ALTON JENKINS,
 Member,
 National Labor Relations Board.

⁷ The Trial Examiner referred to Gordon as the "woods shop steward"; actually Gordon testified that he was "a job steward" for the Union. In the context it appears that "woods shop" and "job" are synonymous.

United States Court of Appeals
For The Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION NO.
13-433, Respondent.

CERTIFICATE OF THE NATIONAL
LABOR RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 102.84, Rules and Regulations of the National Labor Relations Board—Series 6, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a proceeding had before said Board, known as Case No. 20-CB-408. Such transcript includes the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered and includes also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Stenographic transcript of testimony taken before Trial Examiner Howard Myers on September 28, 29, and 30, 1955, together with all exhibits introduced in evidence.

(2) Copy of Trial Examiner Myers' Intermediate Report and Recommended Order issued December 14, 1955.

(3) Order transferring case to the National Labor Relations Board, dated December 14, 1955.

(4) Affidavit of service of Trial Examiner Myers' Intermediate Report and order transferring case to the Board, mailed December 14, 1955, together with United States Post Office return receipts thereof.

(5) Respondent's letter dated December 21, 1955, requesting extension of time to file exceptions.

(6) Copy of Board's telegram, dated December 29, 1955, granting all parties extension of time to January 20, 1956, to file exceptions and briefs.

(7) Respondent's letter dated January 19, 1956, requesting permission to argue orally before the Board. (Denied, See Board's Order dated January 30, 1956, page 1, footnote 2.)

(8) Copy of Board's order, dated January 30, 1956, adopting the findings, conclusions and recommendations of the Trial Examiner as contained in the Intermediate Report, together with affidavit of service and United States Post Office return receipts thereof.

(9) Respondent's motion to reopen case and affidavit in support thereof sworn to February 7, 1956.

(10) Copy of Board's letter, dated February 13, 1956, denying Respondent's motion to reopen case.

(11) Copy of Respondent's exceptions to the Intermediate Report dated January 20, 1956.

(12) Copy of Decision and Order issued by the National Labor Relations Board on February 20, 1957.

(13) Copy of Supplemental Decision issued by the National Labor Relations Board on February 24, 1958.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 11th day of July, 1958.

[Seal] FRANK M. KLEILER,
Executive Secretary, National
Labor Relations Board.

[Endorsed]: No. 16089. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. International Woodworkers of America, AFL-CIO, Local Union No. 13-433, Respondents. Transcript of Record. Petition For Enforcement of an Order of the National Labor Relations Board.

Filed and Docketed: July 15, 1958.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

United States Court of Appeals
For the Ninth Circuit

No. 16089

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

INTERNATIONAL WOODWORKERS OF
AMERICA, AFL-CIO, LOCAL UNION NO.
13-433 Respondent.

PETITION FOR ENFORCEMENT OF AN
ORDER OF THE NATIONAL LABOR RE-
LATIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C., Secs. 151 et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondent, International Woodworkers of America, AFL-CIO, Local Union No. 13-433, its officers, representatives, agents, successors and assigns. The proceeding resulting in said order is known upon the records of the Board as Case No. 20-CB-408. In support of this petition the Board respectfully shows:

(1) Respondent is a labor organization engaged

in promoting and protecting the interests of its members in the State of California, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) This case was originally brought before the Court by a petition for Summary Entry of a Decree enforcing an Order of the National Labor Relations Board dated January 30, 1956.

(3) This Court on August 6, 1956, after consideration denied the petition and remanded the case to the Board for the purpose of considering the matter on the merits.

(4) Thereafter, pursuant to the remand and upon due proceedings had before the Board in said matter, the Board on February 20, 1957, duly stated its findings of fact and conclusions of law, and issued an Order directed to the Respondent, its officers, representatives, agents, successors and assigns. Thereafter, in view of this Court's decision in *N.L.R.B. v. Technicolor Motion Picture Corporation, et al.*, 248 F. 2d 348 (C. A. 9), September 24, 1957, 50 L.R.R.M. 2660, the Board reconsidered its initial Decision and Order and issued a Supplemental Decision on February 24, 1958. On those respective dates the Board's Decision and Order and Supplemental Decision were served upon Respondent by sending a copy thereof postpaid, bearing Government frank, by registered mail, to Respondent's Counsel.

(5) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court the certified record of all documents, transcripts of testimony, exhibits and other material comprising the entire record of the proceeding before the Board upon which the said Order was entered, which includes the pleadings, testimony and evidence, findings of fact, conclusions of law and Order of the Board sought to be enforced.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondent and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the Order made thereupon a decree enforcing in whole said Order of the Board, and requiring Respondent, its officers, representatives, agents, successors and assigns to comply therewith.

Dated at Washington, D. C., this 11th day of July 1958.

/s/ THOMAS J. McDERMOTT,
Associate General Counsel, Na-
tional Labor Relations Board.

[Endorsed]: Filed July 15, 1958. Paul P. O'Brien, Clerk.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH PETITIONER INTENDS TO RELY

In this proceeding, petitioner, the National Labor Relations Board will urge and rely upon the following points:

1. The Board properly found that when Union steward Gordon accepted employee Hatfield's tender of initiation fee and dues on May 13, 1955, the Union waived its right thereafter to demand Hatfield's discharge on the ground that the tender was not made within the 30-day grace period provided in the union-security provision of its contract with the Company.

2. A tender of dues and initiation fee by an employee at any time before discharge terminates the right of a union, operating under a valid union-security agreement, to demand his discharge on the ground that the tender was not made within the 30-day period permitted by the proviso to Section 8(a)(3) of the Act.

3. The Board's order was valid and proper.

Dated at Washington, D. C., this 11th day of July, 1958.

/s/ MARCEL MALLET-PREVOST,

Assistant General Counsel, National
Labor Relations Board.

[Endorsed]: Filed July 15, 1958. Paul P. O'Brien,
Clerk.

[Title of Court of Appeals and Cause.]

ANSWER TO PETITION FOR ENFORCE-
MENT OF AN ORDER OF THE NA-
TIONAL LABOR RELATIONS BOARD

The respondent International Woodworkers of America, AFL-CIO, Local Union No. 13-433 respectfully answers the petition filed in this Court by the National Labor Relations Board on July 15, 1958. The respondent alleges as follows:

1.

Admits the allegations of Paragraph 1 of the petition, except denies that respondent committed an unfair labor practice.

2.

Admits the allegations of Paragraph 2 of the petition.

3.

Admits the allegations of Paragraph 3 of the petition.

4.

Admits the allegations of Paragraph 4 of the petition.

5.

Admits the allegations of Paragraph 5, except denies that the complete record has been filed with this Court and in this connection alleges that on June 30, 1958, prior to the time the petition was filed in this Court, respondent filed a motion to reopen the case before the petitioner, National Labor

Relations Board. That said motion together with the Board's order denying said motion has not been certified to this Court as part of the record.

Wherefore, the petitioner prays that this Honorable Court order petitioner to certify the complete record to the Court in accordance with Rule 34 (8) of the Rules of Practice of United States Court of Appeals for the Ninth Circuit before taking jurisdiction of the proceedings and that upon a consideration of the entire record, this honorable Court deny the petition of the petitioner.

Dated at Redding, Calif., this 29th day of July, 1958.

HALPIN and HALPIN,
/s/ By JACK HALPIN,
Attorneys for Petitioner.

[Endorsed]: Filed July 30, 1958. Paul P. O'Brien, Clark.

[Title of Court of Appeals and Cause.]

STATEMENT OF POINTS ON WHICH RESPONDENT INTENDS TO RELY

1. The Board made its finding that the Union waived its right to prompt payment of the initiation fee and dues without presenting this issue in its complaint, charge or at the hearing. It unlawfully refused the Union an opportunity to present evidence on this issue.

2. The tender of dues after the 30 day period of

grace provided by Section 8a (3) of the act is not compliance with the act and the failure to accept the tender is not an unfair labor practice.

3. The Board was not valid.

Dated at Redding, Calif., July 29, 1958.

HALPIN and HALPIN,
/s/ By JACK HALPIN,
Attorneys for Respondent.

[Endorsed]: Filed July 30, 1958. Paul P. O'Brien, Clerk.

Before the National Labor Relations Board
Twentieth Region

Case No. 20-CB-408

In the Matter of: INTERNATIONAL WOOD-
WORKERS OF AMERICA, CIO, LOCAL
UNION 13-433 and CHARLES R. HAT-
FIELD, an Individual.

TRANSCRIPT OF PROCEEDINGS

Court Room—County Courthouse,
Redding, California,

Wednesday, September 28, 1955

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 o'clock, a.m.

Before: Howard Myers, Trial Examiner.

Appearances: Robert J. Scolnik, 630 Sansome Street, San Francisco, California, appearing on be-

half of the General Counsel, National Labor Relations Board. Jack Halpin, 1428 West Street, Redding, California, appearing on behalf of International Woodworkers of America, CIO, Local Union 13-433, Respondent. Orr M. Chenoweth, 1525 Pine Street, Redding, California, appearing on behalf of Ralph L. Smith Lumber Company. [1]*

* * * * *

Mr. Scolnik: As General Counsel's Exhibit No. 2, I will ask the reporter to mark for identification a mimeographed document in booklet form, which I understand counsel for the respondent will stipulate is the collective bargaining agreement between the respondent union and the Ralph L. Smith Lumber Company, named in the complaint; and, further, that said collective bargaining agreement was in effect at all times material to this proceeding; and, further, that for the purposes of this proceeding only that the said agreement has been in effect continuously from on or about October 4, 1950 to the present date.

Mr. Halpin: I am willing to stipulate to that.

Trial Examiner: And do you stipulate, Mr. Scolnik?

Mr. Scolnik: I so stipulate. [9]

* * * * *

* Page numbers appearing at top of page of Reporter's Transcript of Record.

ARTHUR BRISTOW HOOD

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Arthur Bristow Hood.

* * * * *

Direct Examination

Q. (By Mr. Scolnik): Would you kindly state for the record your connection, official capacity in connection with the Ralph L. Smith Lumber Company?

A. I am Vice President and General Manager.

* * * * * [13]

Q. (By Mr. Scolnik): I now hand you for your examination General Counsel's Exhibit No. 4 for identification. Would you please examine the document carefully and indicate whether or not you can identify it?

A. Yes, I can identify it.

Q. Would you please do so?

A. I identify this as a letter that was received by our office, directed to me, received on and opened on May 9, Monday. [14]

* * * * *

Q. Can you state to the best of your recollection when you actually received that letter?

A. I cannot state when I first saw the letter. I had been away from the office a good deal. In the previous week I had been to Sacramento on busi-

(Testimony of Arthur Bristow Hood.)

ness and the 9th and 10th of May I was up at our Wildwood Mill.

Q. Where is that located?

A. 57 miles south and west of Anderson. We were building a sizeable mill up there.

Q. Anderson is a town located approximately 12 miles south of Redding?

A. That is right. During that time of my absence my mail accumulated and I do not know the exact first time that I saw this, but it was subsequent to May 9th because the mail was not distributed until after I had left for Wildwood, I am sure.

I saw it possibly on the 10th or the 11th. The reason that I am sure of that is that——

Trial Examiner: Of May?

The Witness: Of May, yes.

A. (Continuing): ——is because this memo in Mr. Smith's [15] handwriting, shows that I passed it over to him on the 12th.

Prior to this time I talked to Walter Hansen, our logging superintendent, at night after I had gotten in. Whether or not that was the 10th or the 11th, I am not sure. [16]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Halpin): Now, prior to the time you handed it to Mr. Smith you definitely do recall talking to Mr. Hansen, is that right? A. Yes.

Q. Do you recall what you told Mr. Hansen pursuant to this letter?

A. I can't recall exactly what I said to him, but

(Testimony of Arthur Bristow Hood.)

I know that I told him that we had received a letter, that it asked for the [21] discharge of Hatfield, and that I would like to have him check up on it and let me know what action had been taken by the union.

Q. Did you instruct Mr. Hansen to discharge Mr. Hatfield? A. No.

Q. Did you tell him not to discharge him?

A. No.

Q. You just communicated the contents of the letter, is that all you did?

A. That is right, asking him to inform Hatfield of the action of the union, which is customary when a complaint comes up.

Q. You asked Mr. Hansen to inform Hatfield of the contents of the letter?

A. Yes; that is right.

Q. Without telling Mr. Hansen to discharge Mr. Hatfield? A. That is right. [22]

* * * * *

Mr. Scolnik: I will now ask the reporter to mark for identification, as General Counsel's Exhibits 5, 6, 7 and 8, typewritten carbons of one page each of documents purporting to be correspondence between the respondent union and the company, and which I will further identify as follows:

General Counsel's Exhibit No. 5, purporting to be a letter dated May 16, 1955, addressed to Mr. Hood, and signed by Mr. Crimmins. [24]

General Counsel's Exhibit No. 6, purporting to be

a letter dated May 17, 1955, addressed to Mr. Crimmins and signed by Mr. Hood.

General Counsel's Exhibit No. 7, purporting to be a letter dated May 20, 1955, addressed to Mr. Crimmins and signed by Mr. R. W. Mason, Secretary-Treasurer, Ralph L. Smith Lumber Company.

And General Counsel's Exhibit No. 8, purporting to be a letter dated May 23, 1955, addressed to the said Mr. Mason, signed by Mr. Crimmins.

(Thereupon the letters above referred to were marked General Counsel's Exhibits Nos. 5, 6, 7 and 8 respectively for identification.)

Mr. Scolnik: It is my understanding, based on prior conversations with the counsel, that he will stipulate that the originals of these documents described by me were signed by the persons that I have indicated and were sent on or about the dates indicated, and duly received by the addressees.

Is that substantially correct, Mr. Halpin?

Mr. Halpin: Yes. I will stipulate to all of that.

Trial Examiner: Very well.

Do you so stipulate, Mr. Scolnik?

Mr. Scolnik: I so stipulate.

Trial Examiner: Do you offer the papers in evidence?

Mr. Scolnik: I am offering in evidence now, in the form of carbon copies, two copies of each, one for the original and [25] one for the duplicate exhibit file, of General Counsel's Exhibits 5, 6, 7 and 8, as heretofore described.

Trial Examiner: Any objection to the papers going in evidence?

Mr. Halpin: There is no objection to them going into evidence, with the reservation that we admit none of the facts contained in the letters. I would like to see the originals.

Trial Examiner: You are not offering them to prove that the statements contained in there are true?

Mr. Scolnik: No, just that the letters were sent and they speak for themselves. [26]

* * * * *

HERBERT JOHNSTON

called as a witness on behalf of the General Counsel, National Labor Relations Board, having been first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Herbert Johnston.

Trial Examiner: Will you kindly spell your last name for the reporter?

The Witness: J-o-h-n-s-t-o-n.

Trial Examiner: Where do you live, Mr. Johnston?

The Witness: Anderson.

Trial Examiner: You may be seated.

Mr. Scolnik, you may proceed with the examination of Mr. Johnston, he having been duly sworn.

Direct Examination

Q. (By Mr. Scolnik): Mr. Johnston, you are employed by the Ralph L. Smith Lumber Company? A. Yes.

Q. How long have you been employed by that

(Testimony of Herbert Johnston.)

company? A. Approximately four years.

Q. What is your position with the company?

A. Timekeeper in the woods.

Q. How long have you held that particular job?

A. Approximately four years.

Q. Was that your job during May of this year?

A. Yes.

Q. Where is your office, or what serves as your office?

A. Seven miles east of Oak Run in the logging camp.

Q. Would you describe what your duties consist of?

A. Well, I make up the pay roll for the employees employed in the woods. I run a company owned store, I haul the garbage now and then—just a little of everything.

Q. How many employees are there in the woods that you make up the pay roll for?

A. At the present time there are approximately 100.

Q. Did your job consist of the same things in May of this year? A. Yes, it did.

Q. Approximately how many employees were in the woods at that time?

A. I can't tell you accurately. We were just starting our logging season. We weren't at full strength. I would estimate about between 60 and 70 men at that time.

Q. Do you live out at the camp?

A. Yes. I have a house at the camp, a company

(Testimony of Herbert Johnston.)

owned house that I live in. Just recently I have been driving back and forth. When inclement weather comes along I will remain in camp due to the fact that I have to be there to let my boss know early in the morning what is going on, whether it is raining or snowing, and the weather condition. [28]

Q. In connection with your taking care of the pay roll of the woods employees, do you maintain certain books and records? A. Yes.

Q. Do you perform any duties with respect to the check off system? A. Yes, I do.

Trial Examiner: You mean the union dues check off?

Mr. Scolnik: Yes.

Q. (By Mr. Scolnik): Are you familiar with the union shop and check off provisions in the contract between the company and the union?

A. Yes, I am.

Q. Do you know Mr. Crimmins, the Business Agent for the union in this case?

A. Yes, I do.

Trial Examiner: Are you a member of the union?

The Witness: No, sir.

Q. (By Mr. Scolnik): Do you know Mr. Hatfield? A. Yes.

Q. Do you have any employees working under you whom you supervise? A. No.

Q. Who is your immediate superior?

A. Walter Hansen.

Q. What is his position with the company? [29]

(Testimony of Herbert Johnston.)

A. He is a logging superintendent.

Q. Does he have authority over the woods employees? A. Yes, he has.

Q. Directing your attention to the spring of this year, I will ask you whether or not you have had any conversations concerning the status of Mr. Hatfield in the union with Mr. Crimmins?

A. Yes, I have.

Q. Have you had more than one such conversation?

A. We, more than once, have discussed Hatfield, yes.

Q. To the best of your recollection, would you state approximately when the first such conversation occurred? A. On the 6th of May.

Q. This year? A. This year, yes.

Q. Can you describe where that took place?

A. In our camp office.

Q. That is your office? A. Yes.

Q. Was anybody present during that conversation, other than Crimmins and yourself?

A. Yes, there were.

Q. Can you name them?

A. Ralph Hammers, shop foreman in the woods.

Q. Would you relate to the best of your recollection what was [30] said during that conversation, identifying who said what?

A. Bob Crimmins came to the office and asked me what the most rapid method was to get a letter to Walter Hansen. I told Bob that the best way to get a letter to Walt would be to put it right there

(Testimony of Herbert Johnston.)

in his box in the office inasmuch as Walt sometimes was there and sometimes he isn't. He is pretty busy and hard to catch.

Bob said he was going to demand that Hatfield be discharged and wanted to know if I had a typewriter. I told him I did have, and that he was welcome to use it. He declined the offer and said he felt his letter should be on a union letterhead.

We discussed the situation there. He told me what he felt, that Hatfield had been giving him the run around and hadn't signed into the union, and that under the provisions of the contract he had a perfect right to demand his dismissal and was going to do so.

Q. Do you recall any other conversation there?

A. Yes. I asked Bob if he had talked to him and he said he had.

Trial Examiner: Talked to whom?

The Witness: To Hatfield.

A. (Continuing): Bob said that he was being called a son-of-a-bitch and he might as well act like one.

I suggested maybe he ought to turn his other cheek and Bob said he had run out of cheeks to turn for that particular man. [31]

That pretty well terminated the conversation with regard to Hatfield. We may have discussed something else at that time, but I don't recall. That pretty well terminated that conversation.

Q. (By Mr. Scolnik): Do you recall approximately when the next conversation between you and

(Testimony of Herbert Johnston.)

Crimmins occurred in which Hatfield was discussed?

A. Well, I don't know exactly when. I do know that we discussed it after that. I don't recall exactly when.

Q. Approximately how long after that, or can you connect it up with any other event in terms of it being before or after or about that time?

A. Well, I do know I talked to him after May 13, within a matter of a few days afterwards. I don't know exactly how long, but it wasn't very long.

Q. Where did that take place?

A. Out there in the camp office.

Q. That is in your office? A. Yes.

Q. Can you recall the time of day, what part of the day that took place?

A. Not definitely. Bob comes up in the afternoon. I can't recall if it was morning or afternoon at that particular time, but he and I, well, normally any discussion we have ever had has normally been in the afternoon. [32]

Q. Were there any other persons present during this conversation?

A. Yes. Ralph Hammers was present on another conversation I had with Bob.

Q. This is the conversation that, according to your recollection, took place shortly after the 13th, is that right? That is the one I am directing your attention to now. A. Yes.

(Testimony of Herbert Johnston.)

Q. You say Mr. Hammers was present at that time? A. Yes.

Q. Anyone else?

A. No. Someone else may have walked in and walked out, I don't recall, but no one else was present during the conversation.

Trial Examiner: Who did you say was present?

The Witness: Ralph Hammers, the shop foreman.

Q. (By Mr. Scolnik): To the best of your recollection, would you relate what was said during this conversation, identifying who said what?

A. In the discussion Bob said something about Walt Hansen writing letters to himself in relation to a letter. Prior to this conversation with Bob I had heard that he had never talked to Hatfield. [33]

* * * * *

A. During the course of the conversation I asked Bob Crimmins if he had talked to Hatfield and his reply was "No."

Trial Examiner: Is that all that was said?

The Witness: We may have discussed other things.

Trial Examiner: I mean about Hatfield?

The Witness: Yes, to the best of my recollection, that was about it. [34]

* * * * *

Q. (By Mr. Scolnik): Directing your attention to Mr. Hatfield, have you had any conversation with Mr. Hatfield himself in connection with his union status during the spring of this year?

(Testimony of Herbert Johnston.)

A. Yes.

Q. Have you had more than one such conversations? A. Yes, I have.

Q. Can you tell approximately when the first time was you talked with Mr. Hatfield about this?

A. Yes. It was approximately the 11th of May in the morning.

Q. Where did that take place?

A. In the camp office.

Q. Was anyone else present at that time?

A. Yes.

Q. Can you identify any of those people?

A. Not by name. The commissary was full, the office was full, when he came in. I didn't pay any attention. I was quite busy at that time in the morning.

Q. What time was it? A. 6:30. [38]

Q. Now, would you relate to the best of your recollection what you said and what Mr. Hatfield said at that time?

A. Hatfield came in and asked me to sign him into the union, and I told Hatfield that I wasn't authorized to sign him into the union, that he would have to see a job steward to accomplish that. I did refer him to Ernest Dickey.

Q. Who is Ernest Dickey?

A. He is the chairman of the sub-local, I believe, there in the woods and the job steward.

Q. Do you know what other job stewards, if any, were out there at that particular time during the month of May, 1955?

(Testimony of Herbert Johnston.)

Trial Examiner: In the woods?

Mr. Scolnik: In the woods.

A. This was in what month?

Q. (By Mr. Scolnik): May, 1955.

A. There was Tony Kusi, Ernest Dickey, Harvey Watson——

Trial Examiner: W-a-t-s-o-n?

The Witness: Yes, sir.

A. (Continuing): ——James Gordon who, at that time, was not there. He was in the hospital due to an industrial injury.

Trial Examiner: G-o-r-d-o-n?

The Witness: Yes.

Q. (By Mr. Scolnik): “At that particular time,” do you mean the whole month of May or May 11th?

A. The morning of May 11th is what I am talking about. [39]

Q. In the course of your duties, job duties, did you and have you had contact with any of the job stewards in the woods? A. Yes.

Q. Could you describe briefly what the nature of the contact that you had with job stewards was?

A. The most frequent contact is the job steward turning in the check off of dues authorized by the particular man involved to take the money from his pay check.

Q. What is the form of this check off of dues that you are referring to?

A. I don't know the wording. They have a form for that.

(Testimony of Herbert Johnston.)

Q. Is it a document of some kind?

A. It is a document, yes, a signed document.

Q. Can you name any particular job stewards who have turned in such documents to you within the last year?

A. Yes. Ernest Dickey has, and so has James Gordon and Hugh White. There may have been others that I can't think of right offhand. Also Harvey Watson.

Q. Now, you have related to us the conversation between you and Hatfield on the morning of May 11th. Have you finished relating that particular conversation? A. Yes.

Q. When was the next time you had a conversation with Hatfield?

A. That evening after work.

Q. Where did this take place? [40]

A. In the camp office.

Trial Examiner: Was this the evening of about May 11th?

The Witness: About May 11th, yes.

Q. (By Mr. Scolnik): Approximately what time was that?

A. Approximately 6:00 o'clock, I would say.

Trial Examiner: Was Hatfield working at the time of day you had the conversation with Crimmins, working for the company?

The Witness: Which conversation, sir?

Trial Examiner: Well, the conversation you are about to relate, had he been working that day?

(Testimony of Herbert Johnston.)

The Witness: Hatfield had been working this day, yes.

Trial Examiner: He was still on the job?

The Witness: Yes.

Q. (By Mr. Scolnik): Was anyone present during this particular conversation?

A. For part of it.

Q. Who was that? A. Charles Holbert.

Q. Can you identify him?

A. Charles is foreman on our landing, side rod foreman of operation.

Q. Is this landing in the woods part of the woods operation?

A. Yes, the area in which logs are collected and loaded on to trucks and hauled to the mill.

Q. What was said in this conversation between you and Hatfield, [41] and who said it?

A. He came in after work and——

Trial Examiner: This is who?

A. Hatfield came in the office after work and told me that he wanted to sign into the union, and he wanted to know where he could find Ernest Dickey. Ernest Dickey lived in camp so I took Hatfield out and pointed to the cabin in which Dickey lived and told him that is where he was living.

Q. (By Mr. Scolnik): Where was this cabin situated in relation to your office?

A. 100 feet behind the office. I showed him where Dickey was living.

Then I went back in the office and was talking to

(Testimony of Herbert Johnston.)

Charles Holbert on some subject unrelated to this, and I don't know what it was.

Hatfield returned to the office while Holbert and I were talking and he told me that he had been unable to locate Ernest Dickey. I told him I didn't think he was there, that I thought Dickey had gone fishing.

Hatfield asked Charlie Holbert to tell Ernest Dickey that night at supper that he, Hatfield, had been in to join into the union.

Then that terminated the conversation. Hatfield left and went home.

Q. When did the next conversation between you and Hatfield [42] take place?

A. On the morning following.

Q. Approximately when?

A. About 6:30 in the morning, approximately.

Q. Where? A. In the office.

Q. Was anybody else present?

A. Yes, there were people in there. I don't know who.

Trial Examiner: Present in conversation?

The Witness: In the conversation, no.

Q. (By Mr. Scolnik): What was said at that time, and who said it?

A. Hatfield came in and said, "Where can I find"—or words to this effect—"Dickey? I want to sign up."

So Dickey was out, just getting on the bus, on the crew bus, to go to the job. I told him he was out front and to go and see him. He left the office.

(Testimony of Herbert Johnston.)

That ended the conversation at that particular time.

Shortly after that he came in——

Trial Examiner: Who came in?

A. (Continuing): Hatfield came into the office. I don't recall for sure whether Walt Hansen was with him or not. He did come into the office.

Q. (By Mr. Scolnik): This was shortly afterwards. What do you mean by that? [43]

A. Ten minutes afterwards, approximately, he came in. I don't recall if Walt was with him or not. Anyway, he said he wanted a piece of paper and a pen, which I gave to him, and then I went about my duties in the other room, or in that room possibly too. He wrote out a statement and when I came back, and it had been completed by him, he gave me the statement.

Then he left and got on the bus and went to work.

Q. What did you do with the statement?

A. I read the statement and then I turned it over to Mr. Hansen.

Q. Do you recall what the statement said in substance?

A. In substance it said, "I want to join the union and I will join the union whenever anybody gives me papers to sign to join." In substance that was it. [44]

* * * * *

(The documents above referred to, heretofore marked General Counsel's Exhibits Nos. 5, 6,

(Testimony of Herbert Johnston.)

7 and 8 for identification, were received in evidence.)

[See pages 227-232.]

Trial Examiner: Will you take the stand again, Mr. Johnston, please.

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 9, a handwritten statement on a Ralph L. Smith Lumber Company letterhead, which I have just shown to Mr. Halpin.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 9 for identification.)

Q. (By Mr. Scolnik): I show you General Counsel's Exhibit 9 for identification, Mr. Johnston, and ask whether you can identify the document?

A. Yes.

Q. Would you kindly identify that in your own words for us?

A. Well, this is the statement that Hatfield signed the morning I mentioned and gave it to me.

Q. Did you actually see him sign it?

A. No.

Q. But he personally gave it to you, is that correct, he personally handed it to you?

A. He personally handed it to me, yes. [46]

Q. I note that there is a notation at the lower left-hand corner in ink on the document. Is that in your handwriting? A. No.

Q. Do you know whose handwriting that is?

(Testimony of Herbert Johnston.)

A. It didn't appear on there. I think possibly it is Del Smith's, but I don't know.

Q. Was that on there when you got it?

A. No.

Q. I note that there is a further notation at the top right in ink, in handwriting which says "Mr. A. B. Hood." Was that on the document when you received it? A. No, it wasn't.

Q. Do you know whose handwriting that is?

A. No, I don't.

Q. I further note that the date appearing at the top right-hand portion of the document is 5-13-1955. I understand that your testimony is that this happened on the morning of the 12th. Is that still your recollection?

A. My recollection is I think I am correct. I think it was the 12th.

Q. Do you have any explanation as to how or why the date appearing on there is May 13?

A. The only explanation I would offer is that he probably wrote the wrong date down.

Q. What did you do with this document after receiving it? [47]

A. I read it and referred it to Walt Hansen.

Q. You gave it to Walter Hansen?

A. Yes.

Q. When? A. The same morning.

Mr. Scolnik: I will offer General Counsel's Exhibit No. 9 in evidence.

Trial Examiner: Any objection?

Mr. Halpin: Yes, there is, Mr. Hearing Officer.

(Testimony of Herbert Johnston.)

The contents of this is clearly a statement of Mr. Hatfield's intention to join the union and he is not here. He has been subpoenaed and we haven't been able to locate him. I don't see what possible relevance it can have except for the purpose of proving that he offered to join the union. For that purpose it is irrelevant.

Trial Examiner: So far the record shows that this is a paper which Hatfield handed the witness.

Under the circumstances I will overrule the objection and receive the paper in evidence, and ask the reporter to kindly mark it as General Counsel's Exhibit No. 9.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 9 for identification, was received in evidence.)

[See page 233.]

Mr. Scolnik: May I obtain permission from the Examiner—counsel has already consented—to withdraw the original and [48] supply in its stead a photostatic copy, which I have already shown counsel?

Trial Examiner: Any objection?

Mr. Halpin: No objection to that.

Trial Examiner: The substitution is permitted.

Mr. Halpin: We still reserve our objection to the introduction of it.

Trial Examiner: Sure.

Mr. Scolnik: I am also offering a second photostatic copy for the duplicate exhibit file, and I will

(Testimony of Herbert Johnston.)

A. It didn't appear on there. I think possibly it is Del Smith's, but I don't know.

Q. Was that on there when you got it?

A. No.

Q. I note that there is a further notation at the top right in ink, in handwriting which says "Mr. A. B. Hood." Was that on the document when you received it? A. No, it wasn't.

Q. Do you know whose handwriting that is?

A. No, I don't.

Q. I further note that the date appearing at the top right-hand portion of the document is 5-13-1955. I understand that your testimony is that this happened on the morning of the 12th. Is that still your recollection?

A. My recollection is I think I am correct. I think it was the 12th.

Q. Do you have any explanation as to how or why the date appearing on there is May 13?

A. The only explanation I would offer is that he probably wrote the wrong date down.

Q. What did you do with this document after receiving it? [47]

A. I read it and referred it to Walt Hansen.

Q. You gave it to Walter Hansen?

A. Yes.

Q. When? A. The same morning.

Mr. Scolnik: I will offer General Counsel's Exhibit No. 9 in evidence.

Trial Examiner: Any objection?

Mr. Halpin: Yes, there is, Mr. Hearing Officer.

(Testimony of Herbert Johnston.)

The contents of this is clearly a statement of Mr. Hatfield's intention to join the union and he is not here. He has been subpoenaed and we haven't been able to locate him. I don't see what possible relevance it can have except for the purpose of proving that he offered to join the union. For that purpose it is irrelevant.

Trial Examiner: So far the record shows that this is a paper which Hatfield handed the witness.

Under the circumstances I will overrule the objection and receive the paper in evidence, and ask the reporter to kindly mark it as General Counsel's Exhibit No. 9.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 9 for identification, was received in evidence.)

[See page 233.]

Mr. Scolnik: May I obtain permission from the Examiner—counsel has already consented—to withdraw the original and [48] supply in its stead a photostatic copy, which I have already shown counsel?

Trial Examiner: Any objection?

Mr. Halpin: No objection to that.

Trial Examiner: The substitution is permitted.

Mr. Halpin: We still reserve our objection to the introduction of it.

Trial Examiner: Sure.

Mr. Scolnik: I am also offering a second photostatic copy for the duplicate exhibit file, and I will

(Testimony of Herbert Johnston.)

obtain additional photostatic copies and provide counsel with copies.

Q. (By Mr. Scolnik): Have you completed, Mr. Johnston, relating the conversation which, according to your recollection, took place the morning of May 12th? A. Yes, I believe I have.

Trial Examiner: Was Hatfield present when you handed that paper to Mr. Hansen, which paper has been received in evidence as General Counsel's Exhibit 9?

The Witness: No, sir.

Trial Examiner: When did you hand it to Mr. Hansen?

The Witness: I would say about 8:30 or 9:00 o'clock.

Trial Examiner: What time did you get it from Hatfield?

The Witness: 6:30 or a quarter of 7:00.

Q. (By Mr. Scolnik): Now, I will ask you, Mr. Johnston, or will direct your attention to the next conversation you had [49] with Mr. Hatfield and tell us when that occurred?

A. The next conversation was on the 13th.

Q. Approximately when and where did this occur?

A. The conversation took place at the woods landing, near the woods landing, sometime in the morning. I don't know what time exactly it took place.

Q. Were there certain events or incidents which

(Testimony of Herbert Johnston.)

occurred prior to this time which led up to that conversation? A. Yes.

Q. Would you relate what those incidents were, exactly what happened, when and where it happened, to the best of your recollection, and who was involved?

A. James Gordon, who had been in the hospital due to an industrial injury, returned home. He came into my office and I discussed the Hatfield event, or the events of the Hatfield case which had occurred, with him.

Q. When did this happen?

A. On the morning of the 13th.

Q. Do you know approximately when?

A. You mean the time?

Q. Yes.

A. I would say probably 8:00 or 8:30 in the morning he came in and we discussed the Hatfield case.

Do you want the conversation?

Q. Yes. [50]

A. I explained to him what I felt had been done on the Hatfield case, how it had been handled. I told him I didn't think it had been handled properly. Gordon agreed with me and said that under the circumstances he would be willing to sign Hatfield into the union. We talked a little about it, but I don't recall the details. I think Gordon came down for some bacon, or something for breakfast and he returned home. After he returned home I

(Testimony of Herbert Johnston.)

thought a little more about it, and I sat down and typed out a letter. After I had completed that——

Q. You typed up a letter? A. Yes.

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 10, a single page document purporting to be a letter, and containing a signature, handwritten signature in ink.

(Thereupon the letter above referred to was marked General Counsel's Exhibit No. 10 for identification.)

Q. (By Mr. Scolnik): I show you General Counsel's Exhibit No. 10 for identification and ask you whether or not you can identify that as the letter which you have just referred to in your testimony?

A. Yes. That is the letter.

Q. Will you tell us what happened after you typed that up?

A. After I typed the letter, Gordon came back in the office [51] and I showed him the letter. We discussed it. I felt that possibly, in connection with the case as it had occurred up to date, it might possibly facilitate Hatfield to become a member of the union.

We were engaged in conversation when Bob Jones, who was the welder-mechanic in our woods, called in on the radio and requested that I see to it that he got a trunnion cap for a D-8 "Cat", a "Cat" part for the caterpillar, so I told him I would bring it up. I asked Gordon if he felt like riding along.

(Testimony of Herbert Johnston.)

He had had a hernia operation. I didn't know if it would jolt him too much. It was pretty rough country. He said if I took it easy he would probably do all right. He said if I would wait a few minutes he would go home and get some check off forms and sign Hatfield into the union.

Q. What is the check off you refer to?

A. The union authorization check off authorizing the money to be deducted from the man's pay check and paid to the union.

Trial Examiner: Union dues?

The Witness: Yes, sir.

Q. (By Mr. Scolnik): What did Gordon do?

A. He went home and got his check off book and we drove to the landing.

Q. Returning for a moment to General's Counsel's Exhibit 10 for identification, was all of the typewritten matter on the document typed by you?

A. Yes.

Q. Did you make any carbon copies at the time you typed the original? A. Yes, I did.

Q. Do you recall how many carbon copies you made? A. Three or four.

Q. Did anybody at all instruct you to type that letter? A. No.

Q. Did anybody at all suggest the contents of the letter? A. No.

Q. Did you and Gordon go up to the landing?

A. Yes.

(Testimony of Herbert Johnston.)

Q. Did you take the original and the carbon copies of the letter with you? A. Yes, sir.

Q. And Gordon took his check off book with him? A. Yes.

Q. And then what happened?

A. When we got to the landing, I believe Gordon said that he didn't want to call Hatfield from the job inasmuch as it was in violation of the contract. So I spoke to the foreman and asked him if it would be all right if we talked to Hatfield for a few minutes. He told us to go ahead.

We gave Hatfield the original of this letter, and a copy, and Gordon talked to him, and I talked to him, explaining as [53] best we could what it was and asked him——

Trial Examiner: Tell us what was said.

A. (Continuing) The best I recall, I asked him if he wanted to join the union.

Trial Examiner: Was Gordon with you?

The Witness: Yes.

A. (Continuing) Hatfield said "Yes," but that no one would sign him into the union. I told him that Jim Gordon was with me and he was the job steward and he would sign him into it, or had stated to me that he would sign him into the union.

I asked him if he wanted to sign in. He said "Sure." So I climbed in back of the pickup and Jim Gordon wrote out the union deduction slip, and the membership card, offered them to Hatfield to sign them, in addition to signing these, the original letter plus the copies.

(Testimony of Herbert Johnston.)

Q. (By Mr. Scolnik): Referring again to General Counsel's Exhibit 10 for identification, did Hatfield sign that document in your presence?

A. Yes, he did.

Q. Did Gordon sign it in your presence?

A. Yes.

Q. Who gave it to you?

A. Well, they both signed it. I don't remember which one signed first, but the last one to sign handed it to me. I don't recall which one it was offhand. [54]

Q. What did you do with it?

A. I took it—at the same time they handed me the check off slip and I took the letter and the check off slip back to the office.

Mr. Scolnik: I will ask the reporter to——

Trial Examiner: Did you see Hatfield sign the check off slip?

The Witness: Yes, sir.

Trial Examiner: You saw him sign it that morning?

The Witness: Yes, sir.

Trial Examiner: Was this letter, identified as General Counsel's Exhibit No. 10, written by you and signed by the parties on the date it bears?

The Witness: Yes, sir.

Trial Examiner: When did Gordon return to work, when did he go back on the pay roll?

The Witness: He went back—I would have to look it up.

Trial Examiner: Was it after this date?

(Testimony of Herbert Johnston.)

The Witness: After this date, sometime in the latter part of May. I don't recall the date.

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 11, a small white printed form with handwritten ink notations on it.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 11 for identification.) [55]

Q. (By Mr. Scolnik): I hand you General Counsel's Exhibit No. 12 for identification and ask whether you can identify that?

Trial Examiner: No. 11, isn't it?

Mr. Scolnik: Yes.

Trial Examiner: You said "12".

Mr. Scolnik: Let the record be corrected. I should have referred to General Counsel's Exhibit 11.

Q. (By Mr. Scolnik): Can you identify General Counsel's Exhibit No. 11, Mr. Johnston, as the white check off slip which you have just referred to in your testimony? A. No.

Q. What can you identify that slip as?

A. I can identify it, yes.

Q. Tell us what General Counsel's Exhibit 11 is to the best of your recollection?

A. This is a check off slip authorization and union dues to be paid to the union by Mr. Hatfield.

Q. Was General Counsel's Exhibit 11 signed by Hatfield in your presence? A. Yes, it was.

(Testimony of Herbert Johnston.)

Q. You saw him sign it? A. Yes.

Q. Was it signed on the date that is indicated at the top, May 13? [56] A. Yes.

Q. What were the circumstances under which that was done?

A. He had, Charles Hatfield had originally signed another authorization for deduction. On that authorization it was not the same as this. It had some back months filled in. Hatfield came to the office on the afternoon of the 13th——

Q. What office are you referring to?

A. To the camp office—on the afternoon of the 13th and he said he was sorry he had signed it, that he didn't want to sign the original one that he had signed; that he was sorry he signed it and didn't want to sign it.

Q. (By Trial Examiner): Let us get this straight. What did he sign and when?

A. He signed this (indicating) on the afternoon of the 13th.

Q. What did he sign on the morning of the 13th?

A. A similar check off slip but worded differently.

Q. Where is the paper that he signed on the morning of the 13th? A. It was destroyed.

Q. By whom? A. By Jim Gordon.

Q. In your presence? A. Yes.

Q. When was it destroyed?

A. It was destroyed on the afternoon of the 13th in the camp [57] office.

(Testimony of Herbert Johnston.)

Q. Was Gordon present at the time that Hatfield executed this paper that you are holding in your hand, General Counsel's Exhibit No. 11?

A. Yes, sir.

Q. It was during this conversation that you were just referring to? A. Yes.

Q. (By Mr. Scolnik): Would you explain the circumstances under which the first check off slip was destroyed, and the second one, General Counsel's Exhibit 11, which you hold in your hands, was filled out and signed?

A. After signing the original check off slip, having received it, I took it back to the camp office and filed it. Two or three hours later in the day Hatfield came to the office and said that he was sorry he had signed it.

Trial Examiner: Who was there, just the two of you?

The Witness: I believe Gordon was either there then or he came in a little later. I am not sure when he first arrived.

Hatfield said he was sorry he had signed it inasmuch as it authorized the payment of back dues to the union and he felt that he should not pay back dues inasmuch as others were not paying back dues.

I told Hatfield that it was entirely up to him, that he could revoke it at any time he wanted to. I suggested that [58] the matter lay between he and Jim Gordon.

He was pretty excited——

Trial Examiner: Who was?

(Testimony of Herbert Johnston.)

A. (Continuing) Hatfield. After he cooled down Gordon explained that he could destroy the original and sign up as to his wishes. He then destroyed the original.

Trial Examiner: Who?

A. (Continuing) Gordon destroyed the original. I gave it back to him. He destroyed it. He filled in the details here (indicating), offered this to Hatfield and Hatfield signed this (indicating) one.

Trial Examiner: That is General Counsel's Exhibit 11 for identification?

The Witness: Yes. [59]

* * * * *

Q. (By Mr. Scohnik): With respect to General Counsel's Exhibit 11, I note that there is a notation on the right-hand side in red pencil. Can you identify that, Mr. Johnston?

A. I put that on there.

Q. What does it say?

A. It says, "Deducted 15 May '55 pay roll."

Q. What is the mark underneath that?

A. Initialed by myself.

Q. When did you put that notation on there?

A. Prior to making up the pay roll period ending May 15. More than likely it was the 14th. It could have been the 16th.

Q. Your best recollection is what?

A. I do know that regardless of the particular time I put it on, I put it on the pay roll period ending the 15th of May. I computed it on the 16th of May.

(Testimony of Herbert Johnston.)

Q. Do you have any recollection at the present time of when you put that notation on there?

Trial Examiner: You mean the day?

Mr. Scolnik: The day.

Q. (By Mr. Scolnik): What is your best recollection?

A. Well, the only thing I can say is that it was the evening [60] of the 13th and not the 16th.

Q. What did you do with the document?

A. I filed it.

Q. Was it a part of your duties in connection with the check off system to maintain a file of such check off slips for the woods employees?

A. Yes.

Mr. Scolnik: I will offer in evidence General Counsel's Exhibits 10 and 11 at this time.

Trial Examiner: Any objection?

Mr. Halpin: No objection to 10. I don't object to 11 either.

Trial Examiner: There being no objection, the papers are received in evidence and I will ask the reporter to kindly mark them as General Counsel's Exhibits Nos. 10 and 11 respectively.

(The documents above referred to, heretofore marked General Counsel's Exhibits Nos. 10 and 11 for identification, were received in evidence.)

[See pages 233-235.]

Trial Examiner: Is this a good place to recess for lunch?

Mr. Scolnik: Yes. I just wanted to ask permis-

(Testimony of Herbert Johnston.)

sion to withdraw the originals of General Counsel's Exhibits 10 and 11 and substitute, in the case of General Counsel's Exhibit 10, a typewritten carbon copy, which are identical, except that the signatures are not on the carbons. [61]

In connection with General Counsel's Exhibit 11, I would like to substitute for the original photo-static copies.

Trial Examiner: Any objection?

Mr. Halpin: No objection.

I would like to have the originals to show to Mr. Gordon sometime during the proceeding.

Mr. Scolnik: I will make it available any time.

Trial Examiner: The substitutions may be made.

With respect to General Counsel's Exhibit No. 11, do you know who filled that out?

The Witness: Jim Gordon filled it out.

Trial Examiner: Did you see him do it?

The Witness: Yes.

Trial Examiner: Did he fill it out on the date it bears?

The Witness: Yes.

Trial Examiner: Did you see Hatfield sign it?

The Witness: Yes.

Trial Examiner: Did he sign it on that date?

The Witness: Yes, sir. [62]

* * * * *

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 12, a printed green card purporting to be an application for membership into the International

(Testimony of Herbert Johnston.)

Woodworkers of America, with certain handwritten entries appearing on the face of it.

(Thereupon the card above referred to was marked General Counsel's Exhibit No. 12 for identification.)

Q. (By Mr. Scolnik): I will hand you General Counsel's Exhibit No. 12 for identification, Mr. Johnston, and ask you if you can identify that.

A. Yes.

Q. Will you tell us what it is? [63]

A. It is an application for membership in the union, which Charles Hatfield signed, and witnessed by Jim Gordon.

Q. Was that signed in your presence?

A. Yes.

Q. You saw Hatfield sign that? A. Yes.

Q. Did you see Gordon sign it? A. Yes.

Q. Was it signed on the date indicated on it?

A. Yes.

Q. Was it given to you? A. No.

Q. Is that the card which you have referred to previously in your testimony as to the incidents which occurred on May 13?

A. I don't believe we referred to this card before. Have we?

Q. It was my recollection that you had indicated that a membership card had been signed.

Trial Examiner: When did you see Hatfield and Gordon sign that?

The Witness: On the 13th, the date indicated here.

(Testimony of Herbert Johnston.)

Trial Examiner: What time of day?

The Witness: Approximately 11:00 o'clock in the morning.

Trial Examiner: Is that the time when Hatfield signed those other two papers?

The Witness: That is right. [64]

Trial Examiner: In the truck?

The Witness: Yes.

Trial Examiner: What did Hatfield do with the card after he signed it?

The Witness: This card, at that time, was retained by Jim Gordon.

Mr. Scolnik: I will offer General Counsel's Exhibit 12 in evidence.

Trial Examiner: Any objection?

Mr. Halpin: No objection.

Mr. Scolnik: I would like to request permission of the Examiner to withdraw the original and substitute in its place two photostatic copies.

Trial Examiner: Any objection?

Mr. Halpin: No objection.

Trial Examiner: Do you know who filled out the card where it says "Name, home address, employed at, starting date, date of birth," and his social security number?

The Witness: Jim Gordon filled that out.

Trial Examiner: Did you see him do it?

The Witness: Yes.

Trial Examiner: Any objection?

Mr. Halpin: No objection.

Trial Examiner: There being no objection, the

(Testimony of Herbert Johnston.)

paper is received in evidence and I will ask the reporter to kindly mark [65] it as General Counsel's Exhibit No. 12.

(The card above referred to, heretofore marked General Counsel's Exhibit No. 12 for identification, was received in evidence.)

[See page 235.]

Q. (By Mr. Scolnik): You testified previously, Mr. Johnston, that in connection with your job you performed certain duties in connection with the dues, check off system. Would you explain in detail exactly what you do in that connection, or what you did during May 1955, what the practice was, what your practice was?

A. When the union job steward presents me with a check off slip, signed by a particular individual, I enter it on the record that I keep of all deductions to be taken from that man's pay roll. I then file the authorization, the white copy, I file that authorization in the file that I have for that purpose and I retain it there.

Then the information that I have on my record is translated on to a pay roll sheet for each particular pay period.

Our pay period ends on the 15th and on the last of the month. In the case of union deductions, I deduct them on the pay roll sheet from those men who I have authorized deduction slips for.

I then make the deduction, along with other deductions that they may have.

I then send the pay roll sheet to the pay roll

(Testimony of Herbert Johnston.)

department [66] in Anderson so their check can be drawn.

Q. And you retain the check off slips?

A. Yes, I do.

Q. Was that the practice in May of 1955?

A. Yes.

Q. Had that been the practice prior to that time? A. Yes.

Q. Now, in the case of a check off slip which is dated between the 1st and the 15th of a month, on what pay roll period, pay sheet, do you make a notation of that?

A. On the pay roll period ending the 15th of that month.

Q. In case of a check off slip that is dated between the 16th and the end of the month, what is your practice?

A. I deduct that from the pay roll period ending the following 15th.

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 13, a single page document containing various ruled horizontal and vertical lines, and various pencil and crayon and printed notations thereon.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 13 for identification.)

Q. (By Mr. Scolnik): I hand you General Counsel's Exhibit 13 for identification and ask you if you can identify the document and, if so, tell us what it is. [67]

(Testimony of Herbert Johnston.)

A. This is a pay sheet, the information of which is used to draw a check, pay check. This is the pay sheet for the period ending the 15th of May, 1955, for Charles Hatfield, indicating the hours he worked, and on which days, indicating the amount of money, indicating the deductions and the net amount.

Q. Will you state what entries on that sheet were made by you?

A. All of them, all entries were made, with the exception of the two red check marks. The check marks indicate that the mathematical portion of that pay roll has been checked by our pay roll department and assumed to be correct.

Q. I notice, I call your attention to an entry of \$23.50 in the lower right-hand corner. Can you explain what that is?

A. That \$23.50 is for union dues, that is, initiation and current month's dues.

Q. You put that entry in there?

A. Yes.

Q. On the basis of Hatfield's check off slip?

A. That is correct.

Q. When did you put that entry on that sheet?

A. The 16th of May.

Q. What did you do with the sheet?

A. Sent it to our pay roll department in Anderson.

Mr. Scolnik: I will offer General Counsel's Exhibit No. 13. [68]

Trial Examiner: Any objection?

(Testimony of Herbert Johnston.)

Mr. Halpin: No objection.

Trial Examiner: There being no objection, the paper is received in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 13.

(The document above referred to, heretofore marked General Counsel's Exhibit No. 13, was received in evidence.)

Mr. Scolnik: I will request permission to withdraw the original and substitute photostatic copies in its place.

Trial Examiner: Any objection to the substitution?

Mr. Halpin: I am afraid I am going to have to object on the ground that an erasure on the original does not show on a photostat.

Trial Examiner: What erasure?

Mr. Halpin: Near the numbers 23.50, the right lower end portion of the original.

Trial Examiner: Can you clear that up, Mr. Scolnik?

You mean where the line is?

Mr. Halpin: Yes.

Trial Examiner: Can you clear that up, Mr. Scolnik?

Q. (By Mr. Scolnik): Mr. Johnston, I direct your attention to a space in the lower right-hand portion of this document, immediately to the right of a printed word "U-Store." There appears to be a horizontal line about half an inch long, filling [69] two little squares, and there appears to be

(Testimony of Herbert Johnston.)

an erasure underneath that horizontal line. Can you explain that?

A. Yes. That line under the key of "U-Store" is for any charges the man might have incurred at the company owned commissary. Our normal procedure is to deduct them from his next pay check. In this particular case the man asked me not to deduct it inasmuch as he, for reasons unknown to me, needed a certain amount of money and which, by deducting the \$25 or \$26, whatever it was, would have cut him short of his obligations. So I erased that, carried it over on the accounts receivable, and drew that line in there. That is not an uncommon practice at all.

Trial Examiner: Any objection now?

Mr. Halpin: No objection now, with this in the record.

Trial Examiner: There being no objection, the paper is received in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 13.

The substitution may be made.

Mr. Scolnik: I will have the original available.

Mr. Halpin: All right.

Q. (By Mr. Scolnik): I have one further question about this document, Mr. Johnston. I direct your attention to a pencil notation which seems to be the word "Check" immediately to the right of the \$23.50 entry. Can you explain what that has reference to? [70]

(Testimony of Herbert Johnston.)

A. No. That was put there by someone other than myself.

Q. Well, I believe that you testified a few moments ago that all of the entries on this sheet, with the exception of two red pencil check marks, has been put on there by yourself. So I will ask you to carefully go through the entire document now and see whether there are any other entries which appear on that document which were not put on by yourself.

A. Well, this "check OK," I didn't put that on there.

Trial Examiner: You put on there, "See Walt Hansen before paying this man"?

The Witness: That is right, yes.

Trial Examiner: When did you put that there?

The Witness: At the time I computed the pay roll.

Trial Examiner: Do you know whose handwriting "Check OK" is in?

The Witness: No, I don't. It wasn't done in our office.

Q. (By Mr. Scolnik): Were any other pay sheets similar to this document sent in to the pay roll department at Anderson at the same time that this one was sent in? A. Yes.

Q. What others?

A. Well, one representing each man employed in the woods.

Q. Can you state approximately how many were sent in all together at that time?

(Testimony of Herbert Johnston.)

A. At that particular time somewhere in the neighborhood of [71] between 60 and 70.

Q. With reference to your testimony, Mr. Johnston, about the events and conversations on May 13 involving you and Mr. Gordon and Mr. Hatfield, I will ask you whether you recollect any statement made by Mr. Gordon as to any attempt that he made to contact Mr. Hatfield prior to the 13th?

A. Yes. Jim Gordon told me that he had intended, on the morning of the 3rd, he had intended——

Trial Examiner: Of what?

A. (Continuing) Of May—that he intended to sign into the union three men, of which Hatfield was one, and he also mentioned Thomas and Spangle.

On the 2nd, when he went to work, he sustained an injury. I believe it was the night of the 2nd that I took him to the hospital and the doctor kept him and prevented his returning to work on the 3rd, at which time he stated that he had the intention of signing those three men into the union.

Q. (By Mr. Scolnik): When did he make this statement?

A. On the morning of the 13th in discussing it he had mentioned that to me.

Q. Do you know Spangle and Thomas?

A. Yes, I do.

Q. Did you receive a check off slip signed by Spangle and Thomas? A. Yes, I did. [72]

Q. When did you receive those?

(Testimony of Herbert Johnston.)

A. On the 5th of May.

Q. Who did you receive them from?

A. Ernest Dickey.

Q. Do you have those? A. Yes, I have.

Q. Can I have them, please?

A. (Producing check off slips.)

Q. Where did you receive the check off slips from Mr. Dickey? A. In the camp office.

Q. Do you recall approximately what time of day that was?

A. It was after work, between 5:00 and 6:00 some place.

Q. Was anyone else present, other than you and Dickey? A. Not to my recollection.

Q. Would you state whatever conversation took place between you and Dickey at the time he gave you the slips?

A. As I recall, I was quite busy at the time and I don't believe there was a conversation. I believe he just mentioned that he had some check offs. I don't even know that he did that, but just laid them on my desk.

Q. What did you do with them?

A. I filed them after having made a record of them.

Q. You say "after having made a record of them." Would you explain what you mean?

A. I maintain a record, as I explained before, of each man [73] in the woods, and the authorized deductions to be taken from his check. I put the deduction as authorized opposite their name so in

(Testimony of Herbert Johnston.)

computing my following pay roll I would have the proper deductions. Then I file the slips in a permanent file.

Q. Now, I hand you again General Counsel's Exhibit 13 in evidence and ask you whether you made a similar entry of \$23.50 on similar pay sheets for Mr. Thomas and Mr. Spangle?

A. Yes, I did. [74]

* * * * *

Cross Examination * * * * *

Trial Examiner: The 13th was a Friday, is that right?

The Witness: Yes.

Q. (By Mr. Halpin): On either one of those two days, whenever it was, is it your testimony that Mr. Hansen didn't inform you that the company had received a discharge letter on Mr. Hatfield? A. Correct.

Q. He didn't say anything about that, is that right? A. That is correct.

Q. Now, prior to giving Mr. Hansen this letter, which you typed and Mr. Hatfield signed, had you told Mr. Hansen about your other conversations with Mr. Hatfield? A. Prior to when?

Q. Prior to the time that you gave Mr. Hansen the nunc pro tunc letter which you typed and Hatfield signed, had you communicated to Mr. Hansen your earlier conversations with Mr. Hatfield?

A. Yes.

Q. Did you tell him about your first conversation with Mr. Hatfield which I believe you testified

(Testimony of Herbert Johnston.)

took place on the 11th of May? A. Yes, I did.

Q. When did you tell Mr. Hansen about that?

A. On the morning of the 12th. Hatfield was again in the office and at that time I explained to Walt that he had been in twice the day before.

Q. At that time did Mr. Hansen say anything to you about having had a request for Mr. Hatfield's discharge?

A. I think we covered that before. No.

Q. Did you tell Mr. Hansen on the 12th of May substantially the same thing about the conversation you had with Hatfield on the 11th of May, that you testified to here in this hearing?

Mr. Scolnik: I object to that as being too vague.

Trial Examiner: Overruled.

A. I think in my conversation with Walt I explained to him about everything I knew, yes.

Q. (By Mr. Halpin): Did you tell him about your conversation that you had with Hatfield on the evening of the 11th of May?

A. I am sure I did, yes.

Q. Now, at the time that you talked with Mr. Hansen on May 12th, as I understand it from your testimony, Hatfield hadn't been in again on the 12th. Is that right?

A. I think you will find the testimony says Hatfield was in on the 12th.

Q. About what time of the day was he in?

A. He was in early in the morning; I would say 6:30 or a quarter to 7:00.

(Testimony of Herbert Johnston.)

Q. And did Mr. Hansen come in after that, or was he there before that?

A. I don't know. Sometimes he comes to the camp, arriving at 5:30, sometimes 6:00 and sometimes 6:30. I don't know on [87] that particular morning. I don't know. [88]

* * * * *

Q. Now, with respect to the exhibit which contains the deductions for Mr. Hatfield, Exhibit No. 13, you stated on direct examination that there had been a change made in the [93] place where there is a deduction for purchases from the company's store. Is that correct? A. Yes.

Q. When was that change made on the original sheet?

A. It was probably made between the 13th and 16th of May.

Q. You used the word "probably." Do I understand that you don't recall for sure when it was made?

A. No. In closing out the commissary charges I do it according to whatever is best suitable to my schedule. I could have either done it on Friday, the 13th, and I may have done it on Saturday, the 14th. I very often do them on Sunday, but I don't know if I did them on Sunday that week.

Q. Could you tell us this, Mr. Johnston: Did you do it before you received the authorization from Mr. Hatfield or after you received the authorization from Mr. Hatfield?

(Testimony of Herbert Johnston.)

A. No, I can't tell.

Q. You could have done it either before or after, is that right?

A. It could have been done either time.

Q. Now, if that is true, isn't it also true that that pay roll sheet could have been made up before you received the authorization from Mr. Hatfield?

Mr. Scolnik: What part of the pay roll sheet are you talking about?

Q. (By Mr. Halpin): The notation which you made in the pay [94] roll sheet.

A. That is highly improbable because you couldn't put the time the man worked on the 14th, you couldn't put it down on the 13th.

Q. Is it your practice to put the deductions in before the pay roll period is up?

A. I think you will observe the deductions are based largely on the gross amount of the check.

Q. That is what I am driving at. When did you make the entries of those deductions?

A. The deductions pertaining to the gross amount of the check are made after the gross is figured, which cannot be figured until the end of the pay period. As near as possible to the closing day of the period I attempt to close the commissary charges and enter them. Insurance and union dues I can do it any time in the first half of the month because those are standard and do not change.

Q. But you don't enter the commissary charges ordinarily then until the whole thing is completed,

(Testimony of Herbert Johnston.)

until the pay roll period is over, isn't that right?

A. No, it is not right. I will try that again. The pay roll period ends on the 15th. As near as possible to the 15th I close any commissary charges in order that credit might be given the commissary for the amount of money owed us on the first half of the month. If I closed them on the 12th, for [95] example, there would be three days that charges would be carried over to the second half, creating a hardship on the people in having a larger bill at the end of the month and a smaller bill the first half of the month. So it is my practice to close the charges as near as possible to the 15th, but never past the 15th.

Q. Never what?

A. Never past the 15th, to deduct the commissary charges and enter those.

Q. When you make the deductions do you immediately post them on the pay roll record, or do you wait until you finish with the other deductions on the pay roll record and put them all on at once?

A. The commissary charges, when I total them up, well, I total up the men who have a charge account with us. I total the totals up. Then I go through my pay roll sheet entering the amounts and, of course, it is not at the same time as the other because in this particular case the man paid (indicating) \$25.60 income tax, but how could you know that on the 14th?

Q. That is what I am trying to find out. You

(Testimony of Herbert Johnston.)

think it could have been anywhere from the 12th through the 15th that you made that entry on the commissary charges, is that right?

A. It is possible anywhere between the 12th to the 15th.

Q. On direct examination you testified that that entry was changed at the direction of Mr. Hatfield. Is that correct? [96]

A. I wouldn't say the direction, but at his request.

Q. At the request of Mr. Hatfield, is that right?

A. That is correct.

Q. When did he make that request?

A. I don't recall the date.

Trial Examiner: He said he didn't know whether it was before or after he signed the authorization.

The Witness: I think I should explain that a request such as this is not at all uncommon. I have many, many of them. I think if you go back through the records covering this same period you will probably find four or five more people who have had to have a little consideration in paying what they owed and carry them over to the next pay day. I accommodate them in most cases whenever possible.

Q. (By Mr. Halpin): In effect, on this particular item you, acting as an agent for the company, lent Mr. Hatfield that amount of money in order that he could pay his dues with it, and initiation fee?

A. That is not a fact.

Q. He didn't make that request at the same time as he made his authorization slip out?

(Testimony of Herbert Johnston.)

A. No. [97]

* * * * *

Trial Examiner: Did all the men who work in the woods work during the winter of 1954-1955?

The Witness: No, sir. We had a winter layoff.

Trial Examiner: Would Hatfield have been laid off?

The Witness: Yes, he was.

Trial Examiner: When did you lay him off?

The Witness: We didn't log a day in December. We commenced for a couple of days in March and we were off the period of time in between that.

Trial Examiner: You say from the 1st of December until sometime in March?

The Witness: I would say in Hatfield's case, from the 1st of December to the 15th of March he did not work. I believe I have his exact figures if you want to see them.

Q. (By Mr. Halpin): Mr. Johnston, with respect to this nunc pro tunc letter you say you made more than one copy? A. Yes.

Q. And the original, what was done with the original?

A. The original was given to Walt Hansen.

Q. By whom? A. By myself.

Q. When did you give him that?

A. On the 13th or the 14th. I don't remember which date. It was one of those two days.

Q. What did you do with the other copies?

A. I think Hatfield kept one, I filed one in my file, and sent Crimmins one, and sent one to Mr. Hood. [100]

(Testimony of Herbert Johnston.)

Q. Who sent one to Crimmins? A. I did.

Q. When did you mail that to him?

A. On the 13th, I believe.

Q. Did Mr. Hatfield request that you do that?

A. In going over the letter I explained to him what the carbon copies meant at the bottom, that is, mailing carbon copies to Mr. Hood and Mr. Crimmins. He agreed that that was fine. Whether it was actually at his request or not, I don't know.

Q. You sort of suggested it to him, didn't you, isn't that what happened?

A. The suggestion being that the letter was submitted to him for his approval, and there was nothing in the letter hidden from him. Everything in the letter was explained to him.

Q. Did you explain what *nunc pro tunc* meant?

A. Yes.

Q. What did you tell him that meant?

A. I said it was a Latin term which means "now for then."

Q. Did you tell him the effect of that would be to withhold dues back until November?

A. Yes, I did.

Q. Did he agree to that at the time you had him sign it? A. Yes, he did.

Q. Other than the authorization—I am talking now about the authorization which was destroyed and which is not in evidence— [101] other than that authorization which you received apparently right out there in the woods, have you ever before

(Testimony of Herbert Johnston.)

received an authorization directly from the man himself?

A. This authorization was not received by me directly from Hatfield. It was given to me by Gordon.

Q. You were standing there together, weren't you, all three of you?

A. Gordon handed it to me. We were standing in a group. The man didn't hand it to me.

Q. But that is the only time you have ever received an authorization while the man was actually present? A. No.

Q. You have done that before?

A. I can't recite the incidents exactly. I do know that my office has been used to sign men into the union. I think that one night the entire camp was at my house playing cards, at my wife's invitation, and I believe some union deduction slips were handed me that night over the card table, with men who had signed them present.

Q. How long have you known Mr. Gordon?

A. Since he went to work. I didn't know him prior to going to work for the company. I don't recall what date he did go to work.

Q. You knew that he had been sick for some time prior to May 12th, did you not? [102]

A. Yes.

Q. And you testified this morning that you discussed the Hatfield matter with him after he came back, is that correct? A. Correct.

Q. Did you explain to him at that time that the

(Testimony of Herbert Johnston.)

union had indicated to you that they wanted Hatfield discharged? A. I did.

Q. You told him that? A. I did.

Q. That was on the 12th?

A. I related to him our conversation, the conversation between Bob Crimmins and myself.

Q. Indicating that you knew that Crimmins wanted him discharged, is that right?

A. Correct.

Q. Now, you say that you knew that Gordon was a job steward, is that right?

A. I knew he had been functioning as a job steward.

Q. When you talked to him on the 12th you also knew that Ernest Dickey had refused to take Mr. Hatfield's authorization, did you not?

A. I did.

Q. And isn't it a fact, Mr. Johnston, that you approached Mr. Gordon because you believed that Mr. Gordon didn't know all of the circumstances surrounding the Hatfield case? [103]

A. No, that is not a fact. I think that when you get Gordon on the witness stand you will find that the facts I related to him have developed to be the absolute truth, and I don't believe there is any question that I imposed upon any ignorance that he might have had in the case. It was fairly explained to him.

Q. Why didn't you see Mr. Dickey about this matter?

A. Mr. Dickey, unfortunately, or fortunately, I

(Testimony of Herbert Johnston.)

am quite sure Mr. Dickey, having once refused, would surely not sign the man up. I did, however, have a conversation with another job steward.

Q. Who was that? A. Harvey Watson.

Q. Are you sure that he was a job steward?

A. No. I am not sure any of them are.

Q. Did you ask Mr. Watson to sign up Hatfield?

A. This was my conversation a little later than the date in which Gordon did sign him up. Watson then stated that he thought that Dickey had poorly handled the situation and that the situation would have never come up had he properly approached Hatfield. Watson said that he was very sorry that the opportunity hadn't been his to sign him up because it would have eliminated all of this trouble which at that time had developed and which he felt would later develop.

Q. Now, at the time when Hatfield came in on the 11th, and also on the 12th, did you tell him that he should see Mr. [104] Crimmins about this matter? A. No.

Q. You didn't suggest that to him?

A. No.

Q. At the time up through the 13th, in other words, from the 6th through the 13th did you know that Mr. Hatfield had anti-union sentiments and had expressed them rather freely?

A. I still don't know that he has anti-union sentiments.

Q. You didn't know it then?

(Testimony of Herbert Johnston.)

A. No. I still don't know it. [105]

* * * * *

The Witness: An authorization that I receive between the 1st of the month and the 15th of the month will be deducted from the pay roll, or pay period ending the 15th of the month.

Q. (By Mr. Halpin): It doesn't matter what date it has on it, the 1st or the 14th? [106]

* * * * *

Redirect Examination

Q. (By Mr. Scolnick): During counsel's cross examination a query was made as to how it happened that Mr. Gordon was in the camp [130] office at certain times. I would like to have you state for the record exactly where Mr. Gordon was living at that time in relationship to the camp office.

A. He lives in camp a couple of hundred feet away. His home is a couple or three hundred feet from the camp office.

Q. Now, I believe that you also stated in your testimony that Mr. Gordon was, or had suffered an industrial injury and had to go to the hospital about the beginning of May. When did he return to work?

A. He returned to work sometime in the latter part of May. I don't know just when. I would have to look it up to give the exact date.

Q. Would your records indicate when he returned to work?

A. Not the records that I have with me, no. I think perhaps Del Smith can give you that information.

(Testimony of Herbert Johnston.)

Q. With respect to Mr. Thomas and Mr. Spangle, have you ever made deduction for union dues for either Mr. Spangle or Mr. Thomas for any of the amounts from November 1954 through and including April 1955? A. No. [131]

* * * * *

WARREN W. ANDERSON

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Warren W. Anderson. [156]

* * * * *

Direct Examination

Q. (By Mr. Scolnik): Mr. Anderson, you are employed by the Ralph L. Smith Lumber Company? A. Yes.

Q. What is your position with that company?

A. Pay master.

Q. Where are you employed?

A. I am located at Anderson, or at the Ralph L. Smith Lumber Company main office at Anderson.

* * * * *

Q. Who was your immediate superior at that time? A. Perry Elsmore, Office Manager.

Trial Examiner: Elsmore? [157]

The Witness: Elsmore.

Trial Examiner: Spell it, please.

The Witness: E-l-s-m-o-r-e.

(Testimony of Warren W. Anderson.)

Q. (By Mr. Scolnik): Who is Mr. Elsmore's immediate superior? A. Robert Mason.

Q. What is Mr. Mason's position?

A. He is Comptroller-Treasurer.

* * * * *

Q. Does your department make up the employee pay checks? A. Yes.

Q. Does that include the plant employees as well as the woods employees?

A. Yes. We prepare all pay checks for all employees. [158]

* * * * *

Q. (By Mr. Scolnik): Does your department have anything to do with the administration of the union dues check off system?

A. Yes. We are in charge of it. We control it and prepare the lists that we send to the union monthly, and I request the check and turn it over.

Q. What check are you referring to?

A. Of the money that we have collected each month from the employees.

Q. Are you personally familiar with the provision of the contract between the company and the union which pertains to the union shop and the check off system? A. Yes.

Q. Now, during your period of supervising the pay roll department and through the month of May, 1955, has the procedure with respect to the mechanics, mechanical operation of the check off system, been substantially the same?

A. I took over in April of 1954. Except for a

(Testimony of Warren W. Anderson.)

few minor changes that have been made it is substantially the same. In the spring of 1955 there were a few minor changes. The union, [159] prior to the spring of 1955, never—I shouldn't say never—we rarely picked up dues in the second pay period. We have two pay periods; the 1st through the 15th, and then the 16th through the end of the month. In the spring of the year we started, or the union would inform us of the men that, for reason of sickness or vacation, possibly did not have time in the first half, and union dues were not picked up for them. In other words, they would inform us of the name of the man and we would check and if the dues hadn't been deducted in the first half we made deductions in the second half of the month and remitted that following the month of May.

Since that time I believe July was the first month that we started doing that automatically, without any list being prepared by the union.

Q. In other words, prior to July, 1955, it was only on rare occasions that you made dues deductions from the second half of the month's pay roll. The customary procedure was to make it only as of the 1st, that is for the 1st to the 15th pay roll, is that right? A. Right.

Q. Would you describe, please, the detail, the actual mechanics, or operation of the check off system as it existed in May, 1955, and some months prior, insofar as your particular department had anything to do with the check off system? What I would like you to do is start from the beginning and

(Testimony of Warren W. Anderson.)

explain exactly what [160] happens chronologically to the best of your recollection and ability.

A. Yes. When a man signs a check off slip for, that is, referring to the plant and log transportation employees, a letter of transmittal is made up by the local union and that letter of transmittal, or the check off slips that accompany that letter of transmittal, are sent to our Personnel Manager.

* * * * *

Q. Excuse me a minute. Do I understand that the check off slips themselves are maintained in the files of your particular department after you have received them?

A. The check off slips of all production and maintenance employees go through the Log Transportation Department, and the actual woods, or logging department is maintained in the woods. [161]

* * * * *

Q. Would you continue describing the procedure now, from the time that you receive the check off slips for the plant employees — what is your next step?

A. We post the amount authorized to be deducted by the employee to the next pay sheet ending the 15th of the month. If we receive it prior to the 15th of the month we post it to that pay period. If it is received after that date it is carried over to the following first half pay period and posted to that sheet. We always, almost always have three pay rolls ahead to be working on as far as individual pay sheets are concerned.

(Testimony of Warren W. Anderson.)

Q. You are talking about the procedure in May 1955? A. Right.

Q. My questions—I forgot to be specific—are directed to the procedure in May 1955. You say you post the amount on the pay sheets. Can you identify what you mean by “pay sheets”—are those documents similar to the document which is General Counsel’s Exhibit 13 in evidence, which I now show you?

A. Yes, they are similar. This (indicating) happens to be a woods pay sheet. The only difference would be in the account numbers. Otherwise these sheets contain pretty much the same information.

Q. So that in your department the pay sheets for the plant [163] employees are made up in your department? A. That is right.

Q. And for the woods department the pay sheets are made up by Mr. Johnston, and he sends them to you?

A. They are completed by Mr. Johnston in most cases, yes. We actually send the pay sheets to him. He records the information on them and arrives at the amount of hours the man has worked, and the money he has coming, and the deductions that are standard to be taken out in the woods.

Q. Let us start from the point now, where your department has for a particular pay roll period all the pay sheets made up with the various notations posted on them for all the plant employees and all the woods employees. What is the next step after that?

(Testimony of Warren W. Anderson.)

A. Well, after they are completely computed and checked, and the net amounts arrived at, then the next step is to prepare a pay sheet, I mean a pay check for the individual. This is accomplished in our operation.

We have a National cash register which machine accomplishes three things for us:

1. It prints the information on an individual's earnings record.

2. It prints a pay roll journal sheet.

3. It makes a check.

On the stub it prints the deductions and identifies them [164] by letters. It completes the net amount on the check as to net pay.

Q. You have referred to three different documents. By "check" I take it you mean the employee's pay check?

A. Right.

Q. You also referred to an earnings record. Could you describe what form of document you are referring to there?

A. It is an individual earning record, and that is a form required to be maintained by law.

Q. Can you describe briefly the physical appearance of it?

A. Yes. In our company it is buff or yellowish type colored piece of paper of rather heavy characteristics. It is about 11½, I would say, by 9, approximately. It is lined off as to pay periods and marked by quarters. After it is filled in it has the man's name and his address, social security number, and other pertinent information on it.

(Testimony of Warren W. Anderson.)

Q. And you have a card like that for each employee? A. Yes.

Q. That is, on the pay roll? A. Yes.

Q. Each card has the particular employee's name on it? A. That is right.

Q. Now, the third document you referred to was a journal. Can you describe what you mean by the journal? Describe what physical appearance the document has and what it consists of [165] and its functions.

A. The pay roll journal is a piece of white paper lined, about 14 by 16. It has 40 lines only. It is ruled down the paper as to information, the employee's name, the gross amount of money, the net amount of money, the check number, and any deductions that are made from his pay check according to key. We call it "key." It is an alphabetical key.

Q. I understand that these three documents, pay check, earnings record card and the journal are printed simultaneously in a machine operation?

A. That is right.

Q. You also referred to a deduction list, I believe? A. Right.

Q. When is that document prepared in relation to this machine operation that takes care of these three other forms?

A. It is prepared as soon as practical after the first half of the month's pay roll is completed. We try to get this completed prior to the 25th, which is normally completed between the 22nd and 23rd through the 28th. It is a list that we furnish the

(Testimony of Warren W. Anderson.)

local union. It has the name of the employees of the production and maintenance employees, both in the plant and in the woods, who have worked during the first half of the month, or on our pay roll during that period. It is a listing that shows the amount of money that has been deducted for union dues or initiation fees, or if they have no authorization it so states, [166] and any other information that might be helpful to the union, or whether a man has worked. We normally post it if a man doesn't work.

Q. Does it have a legend on it? A. Yes.

Q. Will you describe that?

A. It is a union dues collection list for a certain month. In this case it would have been union dues collection list for May 1955.

Q. I take it that opposite each name on the list there may or may not be a notation?

A. That is right. We have a legend, letters that state as to—I might be more specific. We have "NA" which means "No authorization," "NW," which means "No work," and also, unless otherwise posted, \$3.50 is deducted from each individual. In other words, unless something other than union dues was deducted from a man, the normal \$3.50, there is a notation opposite his name.

Q. If there is nothing opposite a name it means that \$3.50, a month's dues, has been deducted?

A. That is correct.

Q. In case of an employee who is paying his ini-

(Testimony of Warren W. Anderson.)

tiation fees and dues for the first time, what kind of a notation would be opposite his name?

A. If the full initiation fee was picked up there would be [167] the amount of \$13.50 opposite his name.

Q. Was that the procedure in May 1955?

A. Right.

Q. Suppose the employee had been employed for over 30 days and you didn't have a check off slip in your file, what, if any, notation would appear opposite his name?

A. If he had time within that pay period "NA" would go opposite his name.

Q. If the employee has not worked during that pay period what notation would be opposite his name? A. "NW."

Q. This document, you call it a dues deduction list?

A. Union dues check list, I believe is the title we have on it.

Q. How many copies of this list do you make up?

A. Two; one for the local union and one for our file.

Q. Are there any differences between the copy that you keep for the company's file and the copy that you give to the union?

A. Well, yes. We make two copies up. As to names they are identical. We use the office copy as our work sheet in preparing this. We take this information from our pay roll journal and in trans-

(Testimony of Warren W. Anderson.)

posing the information from the pay roll journal to the collection sheet we sometimes make errors and we have to prove it out. We must know we have the proper amount of money, and everything, before we actually make the union copy. [168]

We always have other stuff on our record at the bottom of our sheet. Normally we put the number of men in the column that have \$3.50, the number that have \$23.50, the number that have maybe \$13.50, and later we add those together and extend them to see if we have the right amount of money reported that we have collected during the period.

There might be notations on the union copy for their information, and on our copy it might be briefer, or more explanatory, depending on what it was for.

Q. How is the copy given to the union?

A. It is handed to Waldo Thomas. I believe he is the Recording Secretary, or Financial Secretary for the local union.

Q. By whom? A. By me.

Q. Where does the delivery take place?

A. At the Ralph L. Smith office at my desk.

Q. Do you receive any kind of a receipt for the delivery of that list? A. No, I do not.

Q. Do you keep any record or notations indicating that you have delivered such list on a certain date? A. No, I do not.

Q. Subsequent to delivery of the list to the union, do you also give the union a check covering

(Testimony of Warren W. Anderson.)

the amount of the dues which have been deducted as shown on that list? [169]

A. Yes. As soon as practical after the 1st of the month I make a check request and process it too. This request is for the amount of money that has been collected in the prior month and should be turned over to the union.

Q. And approximately when do you deliver the check to the union?

A. It is before the 10th of the following month, and normally Mr. Thomas picks it up around the 5th, 6th, 7th and sometimes maybe a little earlier, but I would say normally around the 6th.

Q. Where does he pick it up?

A. At the Ralph L. Smith Lumber Company office at my desk.

Q. Who gives it to him? A. I do.

Q. Now, I would like to ask you to go back over this procedure with specific reference to what actually happened during the month of May, 1955, and to the best of your recollection, and referring to any record that you might have with you, if you need to do so, and indicate when, to the best of your recollection, each of these various acts or events took place?

A. As of May we would have proceeded as normal. We started our pay roll, on the actual computation of the pay roll, on the 16th, Monday.

Q. When did you get the pay sheets similar to General Counsel's Exhibit 13, which you are holding in your hand? [170] When did you get those

(Testimony of Warren W. Anderson.)

from Johnston for May 1st through May 15th, that pay roll period, to the best of your recollection?

A. I believe they came on a truck. My best recollection is that I received them the evening of the 16th. It could have possibly been the morning of the 17th of May.

Q. Do you have any records or documents which would indicate definitely when you received them?

A. Not in my possession. The only method I would have of knowing definitely, or being able to say definitely, would be if I had issued an early check to a woodsman on the 16th, whether I received them the 16th. I do know that they were there the morning of the 17th because I worked on them.

Q. Then the next step, according to your testimony, is checking the computation?

A. That is right. We check the computation of the woods portion of the pay roll. The rest of it we compute at the main office. We also do some computation on the woods pay roll.

Q. To the best of your recollection, what day or date in May was your department checking the computation on the woods pay sheets?

A. Well, I checked them the 17th, the morning of the 17th, and completed them.

Q. You personally did so? A. Right.

Q. Then, as I understand it from your testimony, the next [171] step is this machine operation whereby there is a simultaneous preparation of the journal, employee pay check, and an individual em-

(Testimony of Warren W. Anderson.)

ployee earnings record. When, to the best of your recollection, was that done in May 1955 for the 1st to the 15th pay roll?

A. The afternoon of the 18th we started running the sawmill pay sheets. On the evening of the 19th, or the morning of the 20th, to the best of my recollection — I don't remember whether we completed the pay roll the night of the 19th or not—but the morning of the 20th we had completed that phase of the pay roll and had balanced the pay roll for that period.

Q. And when were the actual pay checks issued to the employees?

A. The majority of them were issued the evening of the 24th and the morning of the 25th.

Q. Now, with respect to the dues collection list, to the best of your recollection, when was that list prepared in May 1955 for from the 1st to the 15th pay roll?

A. That check list was prepared in the week between the 23rd and the 27th. The exact day it was prepared I would not definitely know.

Q. What is your best recollection on it?

A. I would have to assume, with the pay roll being completed the morning of the 20th, that that list was prepared the 23rd or 24th.

Q. Now, approximately when, to the best of your recollection, [172] was that list or a copy of that list delivered to the union?

A. I do not remember when Waldo picked that up, but he probably picked it up prior to the 28th.

(Testimony of Warren W. Anderson.)

He normally tries to get it four or five days before the end of the month, if possible. Seeing as how the 27th would be the last day, he would pick it up before the 31st, and I have no doubt that he came in prior to that Saturday.

Q. Do you have an independent recollection as of now that Mr. Thomas did pick the list up?

A. No, I do not. He may not have picked it up until the 31st.

Q. Was it Mr. Thomas that received that list?

A. Yes.

Q. You personally gave it to him, or can't you recall?

A. I don't exactly recall, but the normal sequence would be that I would give him the list. I would assume that I had.

Trial Examiner: Do you give him a letter with the list?

The Witness: No, I do not.

Trial Examiner: Do you give him the check?

The Witness: The check is issued later.

Q. (By Mr. Scolnik): Do you have any recollection at the present time of giving the list to Mr. Thomas before the end of the month of May?

A. I gave testimony a moment ago that I believe I should correct. I now remember definitely giving Mr. Thomas the list [173] because in this case the Hatfield incident was there, and on the list there was a notation opposite Mr. Hatfield's name, and I remember explaining it to Waldo.

(Testimony of Warren W. Anderson.)

Q. In other words, you now remember that you personally gave the list to him?

A. Yes, and explaining that one notation on the list. There may have been other things explained, but that I remember because there was a notation opposite his name. Of course, I believe he already knew the circumstances at that time.

Q. But you still don't recall whether it was before the end of May or not?

A. I cannot recall the exact date, no.

Q. Now, the next step, as I understand your testimony, is the delivery of the company check for the total amount of dues deducted for that period. Can you recall approximately on what date the check covering the dues deducted on the May 1st to May 15th pay roll was transmitted to the union?

A. There were two checks sent on the May 15th deduction. One of them was sent on the 20th——

Trial Examiner: The 20th of what?

A. (Continuing): The 20th of May, 1955, in the amount of \$23.50, which was a special check, and it covered the deductions of Charles R. Hatfield.

There was another check requested the 3rd of June, to the best of my knowledge. I cannot recall for sure if that is the [174] day Mr. Thomas picked it up or not.

Q. (By Mr. Scolnik): Was it within the first ten days of June?

A. Yes. Only in one instance has it ever been after the 10th since I have been there, and that was

(Testimony of Warren W. Anderson.)

in July when Mr. Thomas was on a vacation and, I believe, he picked it up after the 12th.

Q. Do you have any recollection as to whether it was within the first five days?

A. The check was made out on the 3rd of June, to the best of my recollection. If he picked it up on that day, yes; otherwise it would have been the 6th or 7th.

Q. Do you recall whether you personally gave him the check? A. Yes, I would have.

Q. And that took place in your office?

A. That is right.

Q. Do you recall how the other check, the \$23.50 covering Hatfield's deduction, how that check was transmitted to the union?

A. That was transmitted by mail.

Q. Do you know what happened to that check?

A. Yes. It was returned with a letter of transmittal from Mr. Robert Crimmins, Business Agent of the local union.

Q. Still directing your attention to the month of May, 1955. and the particular pay roll period of the 1st to the 15th, I [175] will ask you if you can relate once more this procedure of the operation of the check off system in your department, with the specific reference to what happened in the cases of Hatfield, Spangle and Thomas?

A. Well, in the cases of Hatfield, Spangle and Thomas, they all signed check off authorizations in that month and paid——

Mr. Halpin: I object to that. The witness al-

(Testimony of Warren W. Anderson.)

ready testified that he has never seen the authorization and has no way of knowing himself whether they signed them or not.

The Witness: I would beg to differ with the attorney. I have access to the books for it if I need it. I have seen these check offs. As a matter of fact, I have them in my file as of this time with me.

Trial Examiner: The objection is overruled.

Q. (By Mr. Scolnik): What I would like you to relate, Mr. Anderson, however, is that I would like you to indicate what happened at the time during the month of May. In other words, possibly you may know now such things that you learned subsequent to May about Hatfield, or anybody else, but I want you to explain what actually happened during the month of May, going back over this check off procedure that you have described in detail already, but indicating how it actually applied, what actually happened to those particular people, Hatfield, Spangle and Thomas, in the preparation and workings of these various documents and forms.

A. Well, the pay sheets were brought down, transmitted from camp to the pay roll department. I received them there the evening of the 16th or the 17th, as I have related previously. In checking these sheets I would have checked them as normal. In the case of Charles Hatfield—I have that before me now—under the asterisk it shows union dues of \$23.50. Spangle and Thomas, I remember since refreshing my memory, there was also \$23.50 opposite their names. The pay roll would have been run

(Testimony of Warren W. Anderson.)

after the checking. We started running the pay roll on the afternoon of the 18th and we completed it the evening of the 19th or the morning of the 20th, checking it out.

Q. When you say "the pay roll was run," are you referring now to this operation whereby these three forms are prepared, the journal, the pay check and the earnings record? A. Yes.

Q. With reference to that particular operation, do you recall whether or not, in the case of Hatfield, Spangle and Thomas, the deduction of \$23.50 was entered on these various forms?

A. Yes, they were run identically the same on the pay roll journal, on the earnings record and on the check. There was no difference between the three. They all had \$23, and they were all run off in a matter of 30 or 40 minutes of each other.

Q. Each of their pay checks showed a deduction of \$23.50 for union initiation fees and dues?

A. Right, in the stub side. [177]

Q. And a corresponding notation was indicated on each of their individual employee earnings record? A. That is right.

Q. And similarly on the pay roll journal?

A. That is right.

Q. I take it that the originals of all of these documents, with the exception of the actual pay check itself, which was sent to the employee, are in your possession?

A. Yes, everything but the stub would be in our possession. [178]

* * * * *

(Testimony of Warren W. Anderson.)

Q. (By Mr. Scolnik): You have pay rolls for various months bound in one volume?

A. They are all bound in one volume—they are filed consecutively.

* * * * *

Q. (By Mr. Scolnik): How many pages cover the woods employees alone for May 1955, to the best of your recollection?

A. I believe there were three sheets.

Q. Do you recall as of now whether or not Spangle, Thomas and Hatfield, their names appear on one sheet?

A. I do not believe they would. I believe Mr. Hatfield is on the first sheet, and Spangle and Thomas would be on the second or third. They are grouped alphabetically and listed [179] alphabetically. I do not exactly recall what the first sheet is. I believe Mr. Hatfield would be on the first, and Thomas and Spangle on the second or third.

Q. Now, with respect to the dues collection list covering May 1 through May 15, do you have the company copy of that list with you?

A. Yes, I do.

Q. Do the names of Hatfield, Spangle and Thomas appear on it? A. They do.

Q. Do you recall what, if any, notations appear after their names?

A. There is \$23.50 after Spangle's name and after Thomas' name. After Hatfield's name——

Q. Would you produce the sheet? [180]

* * * * *

(Testimony of Warren W. Anderson.)

Q. (By Mr. Scolnik): I again hand you, Mr. Anderson, General Counsel's Exhibit 17 for identification and ask if you will state what entries appear after the names of Hatfield, Thomas [181] and Spangle?

A. Opposite the name of Charles Hatfield on our copy it shows \$23.50 deducted, but not entered in the union list.

Q. That is a pencil handwritten notation?

A. Right.

Q. What entry, if any, appears opposite the name of Paul Thomas? A. It shows \$23.50.

Q. And Mr. Spangle? A. \$23.50 also.

Q. Did you personally make any of those entries on General Counsel's Exhibit 17 for identification, which you are holding in your hand?

A. Not of those three entries that are in question now, no.

Q. Do you know who did?

A. Well, yes. It is the handwriting of Fern Haynes, a girl that works in my department, or did work in my department.

Q. Do you know whether or not similar entries appear on the copy of the list which was given to the union, with respect to Mr. Spangle first?

A. Yes. Mr. Spangle would show \$23.50 after his name.

Q. Do you have a recollection as of now that there was a notation of \$23.50 opposite Spangle's name on the copy given to the union?

A. I just saw it on the union copy. I wouldn't

(Testimony of Warren W. Anderson.)

know whether [182] I would have remembered definitely prior to this or not. It should have been.

Q. Do you recall what, if any, notation opposite Hatfield's name was on the union's copy before it was delivered to the union?

A. I wrote some remarks opposite it in regard to, brief remarks, in regard to what had been done with it.

Q. You made an entry in your own handwriting on the union's copy? A. Yes.

Q. Opposite Hatfield's name? A. Yes.

Q. If you had occasion to see that copy now would you be able to identify such notation as being the one which you put on there? A. Yes.

Mr. Scolnik: I will ask Mr. Halpin, and Mr. Crimmins, if they, or either of them, have at the present time in their possession the union copy of this particular list?

Mr. Halpin: I have it in my possession.

Mr. Scolnik: I will ask Mr. Halpin if he would be willing to produce it for me to show to the witness?

Mr. Halpin: No.

Trial Examiner: Can't you stipulate as to what is on the union copy? [183]

Mr. Halpin: I will stipulate that it says "23.50 under separate check," and that there is an "X" beside Charles Hatfield's name in red, but I won't stipulate as to who put it there, or anything else about it.

(Testimony of Warren W. Anderson.)

Mr. Scolnik: I am willing to join in that stipulation.

I wonder if Mr. Halpin would be willing to further stipulate that there are several other additional details after the man's name, namely, that the red pencil "X" appears approximately half an inch directly to the left of Charles Hatfield's name?

Mr. Halpin: Yes.

Mr. Scolnik: Further, that the notation appearing immediately to the right of Hatfield's name is handwriting in pencil, and on two lines, and that there appears in parenthesis on one line "\$23.50 under," and that there appears on the line immediately underneath that the words "separate check"?

Mr. Halpin: I will stipulate to that.

Trial Examiner: And you, Mr. Scolnik?

Mr. Scolnik: I so stipulate.

Trial Examiner: Thank you, gentlemen.

Q. (By Mr. Scolnik): Now, Mr. Anderson, can you state whether or not the actual pay checks for the May 1 to May 15 pay roll period for Mr. Spangle, Mr. Thomas and Mr. Hatfield were issued at the same time?

A. Well, no. I know they were not.

Q. Can you explain the circumstances? [184]

A. Well, Mr. Hatfield was discharged on the 17th. We mailed his check to him earlier than the balance of the woods checks were given out. The woods checks were handed out previous to the 25th of May. I do not know whether they were handed

(Testimony of Warren W. Anderson.)

out previous to the 24th or not. The normal procedure would have been to hand them out on the 24th.

Trial Examiner: Are the checks dated the 25th?

The Witness: They are dated the 24th, the 9th and the 24th of the month normally.

Q. (By Mr. Scolnik): What date was Hatfield's check dated?

A. Mr. Hatfield's check was not on the regular run. If it had been on the regular run it would have normally been May 24.

Q. Do you have any recollection as to when it was actually issued to him?

A. Yes. I have a copy of a letter informing me that the check was mailed to him on the 20th of May. The letter was dated the 20th of May. [185]

* * * * *

Cross Examination

Q. (By Mr. Halpin): Mr. Anderson, on direct examination you testified that a check was given to Charles Hatfield by mail sometime around the 20th of May. Is that correct?

A. The check was mailed on the 20th of May.

Q. And you testified also that the check to Hatfield was made in the same way, and the same manner, as the other checks on the May 1st to 15th pay roll. Is that correct?

A. That is right.

Q. And it was not made in a special way, is that right?

A. Yes.

Q. Now, what did you do with the check after it came out of the machine? [190]

Mr. Scolnik: Which check?

(Testimony of Warren W. Anderson.)

Mr. Halpin: The check for Charles Hatfield for the pay period from May 1 through 15.

A. It remained in the bottom of the machine with the balance of the checks and was taken out on a check of that individual page.

Q. (By Mr. Halpin): Will you explain that?

A. It was handled and checked in the normal method that any other pay sheet would have been handled. After the pay roll was completely checked out, the check was signed, and it was taken in to Mr. Robert Mason.

Q. Did you take that in yourself?

A. Yes.

Q. Were the other checks taken in at the same time? A. I do not recall.

Q. Isn't it true, Mr. Anderson, that you had a special request from Mr. Mason to bring this particular check to him? A. I am not certain.

Q. Could you have?

A. I could have, yes.

Q. Was any memorandum handed to you in the period from May 16 through May 20 concerning the Hatfield matter from any of the other employees of the company, any special memorandum, something out of the routine?

A. No, no memorandum that I know of. [191]

Q. Were any oral instructions given to you by any other employee of the company during that same period relative to the Hatfield matter?

A. Yes.

(Testimony of Warren W. Anderson.)

Q. Who communicated oral instructions to you during that period?

A. Mr. Hood, Mr. Hansen and Mr. Mason, the three that I know definitely.

Q. They all three communicated to you about it during that period? A. Yes.

Q. Who was the first one to talk to you about it?

A. May I ask, when I asked them or when they came to me directly?

Q. Either way. A. Mr. Hood.

Q. Did you ask him something? A. Yes.

Q. When was that?

A. It was the evening of the 16th or sometime the morning of the 17th.

Q. Where did that conversation take place?

A. In Mr. Hood's office.

Q. At the Anderson plant? A. Yes. [192]

Q. Who else was present besides yourself and Mr. Hood? A. No one that I know of.

Q. Could you tell us what the substance of the conversation was?

A. I asked him about the \$23.50 deduction of union dues.

Q. What did you say to him exactly, do you remember?

A. I don't remember exactly. I asked him whether we should deduct it or not.

Q. What did he reply to you?

A. I don't recall for sure.

Q. Do you recall whether the substance of his

(Testimony of Warren W. Anderson.)

reply was that you should deduct it or that you should not deduct it?

A. I do not recall that. I am not sure what he did say.

Q. Now, why was it that you went to ask him whether you should deduct it or not?

A. Well, I had been in on some—I mean, the case was up and the letter had been received from the union, and there was a question in my mind whether we should deduct it or what should be done in the matter.

Q. Now, when you speak of a letter being received from the union, what letter are you talking about?

A. The letter of, well, I believe it is dated—the last letter from the union demanding his discharge.

Q. The letter dated May 13?

A. I don't know the date. I would have to see it.

Trial Examiner: I don't think that one is in evidence. Is the second letter in evidence?

Mr. Halpin: I thought it was.

Trial Examiner: Yes; that is right.

Mr. Scolnik: No. 5.

Q. (By Mr. Halpin): General Counsel's Exhibit No. 5 I am now showing you, and I am asking you if that is a copy of the letter to which you just referred in your oral testimony? If you will wait a minute I will show you another letter—or was it General Counsel's Exhibit No. 4?

Mr. Scolnik: I object, Mr. Examiner, on the ground that it hasn't been shown that the witness

(Testimony of Warren W. Anderson.)

ever saw either of those letters. I don't see how he can be asked to identify it if he has not seen it.

Mr. Halpin: If he can, he can.

A. I saw this (indicating) letter, yes.

Q. (By Mr. Halpin): You are identifying General Counsel's Exhibit No. 4? A. Yes.

Q. And that is the letter dated May 6?

A. Yes.

Q. When did you see that letter?

A. Our Personnel Manager, Mr. Del Smith, brought that in to me, showed it to me.

Q. On what date was that? [194]

A. It was on the 12th or the 13th. I don't remember the exact date.

Q. Either Thursday or Friday, the 12th or 13th of May, is that right? A. Yes.

Q. Was it the fact of having seen that letter that led you to go to see Mr. Hood when you went to make up Mr. Hatfield's pay check?

A. I am not sure whether it was that letter or the second one. At this time I don't remember if I had ever seen the second one until recently.

Q. At any rate, you saw one or the other of them and it was the fact of having seen one or the other that led you to go to see Mr. Hood before you made the deduction?

A. That, and other things, knowing his discharge had been requested.

Q. At the time that you saw Mr. Hood had you received any oral instructions from Mr. Smith, Mr. Del Smith, with respect to whether you should

(Testimony of Warren W. Anderson.)

make the deduction or not? A. No, I hadn't.

Q. Had Mr. Smith discussed this with you in any way at all? A. No.

Q. You say, and correct me if I am wrong, because I want to get this straight, that you are not sure at this time what Mr. Hood's reply was to your question about whether or not you [195] should deduct this \$23.50 from Hatfield's pay check, is that right?

A. That is right. I know he was in contact with attorneys at the time.

Q. Now, after you left his office who did you next discuss this matter with in the company?

A. Walt Hansen, Logging Superintendent.

Q. When was that?

A. Sometime the 17th—no, the 18th.

Q. That was after you had begun to make up the pay roll?

A. Would you broaden that?

Q. Was that after the machine had begun to operate on the May 1st to May 15th pay roll?

A. You mean the machine that would make their checks?

Q. Yes.

A. No. It was prior to that time. It was early in the afternoon or about noon.

Q. Now, did Mr. Hansen give you any instructions respecting the deduction to be made from the Hatfield check?

A. I don't know how to word it.

Q. Take your time.

(Testimony of Warren W. Anderson.)

Trial Examiner: What was the conversation?

A. (Continuing) Well, Charles Hatfield was present. He came in and wanted to see Mr. Hansen. I went in and got Mr. Hansen. Charles Hatfield told me to deduct the dues as he had [196] authorized them, and admit him to the union.

I do not recall if at that time Mr. Hansen made the statement to deduct them or if it was after he had consulted with other people in the Ralph Smith group.

Q. (By Mr. Halpin): At that time I take it Mr. Hatfield had already been discharged, is that right? A. Yes.

Q. So he told you to make these deductions after he had already been discharged?

A. As he had authorized, yes.

Q. Now, who else did you have a conversation with concerning these deductions in that period from the 13th through the 20th of May, 1955?

A. Well, Mr. Mason.

Q. When did that conversation take place?

A. He asked me the amount of it so that he could make a check out for the union.

Q. He asked you the amount of the deductions?

A. Yes.

Q. When was that, Mr. Anderson?

A. The evening of the 19th or the morning of the 20th; I am not sure which.

Q. Had Mr. Hatfield's check already been made out at that time?

(Testimony of Warren W. Anderson.)

A. If it was the morning of the 20th it would have been. [197]

Q. Now, Mr. Anderson, you have testified under direct examination to a pay roll check made out to Charles Hatfield covering the period from May 1st to May 15th. Was there a check made out for the period from May 16 through May 17 for Charles Hatfield? A. No.

Q. No such check was ever made out?

A. That is right.

Q. Was time turned in for that period to you on one of the pay roll deduction slips?

A. Not to my knowledge.

Q. No time was ever turned in?

A. Until I received some time slips here the other day, and in discussion of the case recently, we found out an error had been made and that he had not been paid off.

Q. When was that error discovered?

A. September 22 or 23.

Q. Was the check then issued for Mr. Hatfield to cover that error? A. Not as yet.

Q. One has still not been issued, is that correct?

A. Correct.

Q. Now, on the May 1st to 15th pay roll slip or stub, check stub, I believe it was called, which has been introduced in evidence as General Counsel's Exhibit 18, certain items appear [198] under "Deductions." Is that correct? I am showing you General Counsel's Exhibit 18.

(Testimony of Warren W. Anderson.)

A. You wish to know if these items are correct?

Q. No. I want to know if they appear there—there are a number of deductions there, right?

A. Yes.

Q. Can you tell from looking at that if the deduction has been made for supplies and goods purchased at the company's store? A. Yes.

Q. Which item is that?

A. There is none.

Q. There is none on there? A. Right.

Q. At any time up to the present time has Ralph L. Smith—strike that.

At any time from May 15, 1955 to the present time, has a deduction been made on a check to Charles Hatfield for goods purchased at the company's store during the period May 1st to May 15th, 1955?

A. I do not know when the goods were purchased. I set up an accounts receivable on Mr. Hatfield shortly after his discharge for supplies he owed us for, yes, and it has been deducted.

Q. What was the amount of that accounts receivable?

A. I would have to check the records. [199]

Q. Now, from time to time people are discharged, or leave the Ralph L. Smith Lumber Company, do they not? A. Right.

Q. When they leave, isn't it true, Mr. Anderson, that the accounts receivable due Ralph Smith are always deducted from their check before they leave?

(Testimony of Warren W. Anderson.)

A. No, that is not true.

Q. It is not true?

A. Normally they are, but not always.

Q. How many times since you have been working there has this practice not been followed?

A. Everybody makes errors. I know of two or three cases where we have had to write letters to them.

Q. Two or three cases in the time that you have been there?

A. Yes, and I know of some that are still on the books.

Q. How many?

A. I think seven or eight that I know of.

Q. At the time you made the check which you gave to Hatfield covering the period from May 1 to May 15 were you yourself aware of the fact that he owed money to the company store in the woods?

A. I could not say if I knew as of that date or not.

Q. You are not sure? A. No.

Q. But you could have known then? [200]

A. I could have.

Q. Did you know shortly after that?

A. Yes, when Mr. Johnston turned in an uncollectible.

Q. Is that the first time you knew when he turned in the check book?

A. That is the first time that I knew.

(Testimony of Warren W. Anderson.)

Q. Whatever date he turned it in that would be the date that you knew of it, is that correct?

A. That is right.

Q. Now, do you know of your own knowledge anything about a check which was given to Mr. Hatfield to cover lost wages due to his discharge by the company? A. Yes. I prepared it.

Q. On that check was a deduction made for this amount of money that he owed the company store?

A. No.

Q. At that time you definitely did know that he owed money, didn't you? A. Yes.

Q. So, in effect, at that time you did not exercise your claim of some \$25 and some odd cents, is that correct? A. Yes.

Q. Now, as I understand it, you have at this time recovered back the \$25.60 by deducting it from one of Mr. Hatfield's checks, is that right? [201]

A. If that is the amount, yes.

Q. Whatever it is it has been recovered, is that a fair statement? A. Yes.

Q. Was that done after he returned to work for Ralph Smith? A. Yes. [202]

* * * * *

Mr. Scolnik: On the basis of an off-the-record discussion with counsel I understand that he will join in the following stipulation, namely, that Hatfield, Thomas and Spangle were hired on the 18th, 20th, and 9th of October, 1954, respectively.

Do you so stipulate?

Mr. Halpin: So stipulated.

Trial Examiner: Hired by whom?

Mr. Scolnik: By the Ralph L. Smith Lumber Company.

Trial Examiner: Do you so stipulate, Mr. Scolnik?

Mr. Scolnik: So stipulate. [222]

* * * * *

ERNEST DICKEY

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir? [223]

The Witness: Ernest Dickey.

* * * * *

Direct Examination

Q. (By Mr. Halpin): By whom are you employed at the present time?

A. Ralph L. Smith Lumber Company.

Q. For how long have you been employed by them?

A. I started to work for Ralph L. Smith on the 16th of February, 1948; about seven and one-half years.

Q. What department of the company do you work in? A. I work with the fallers.

Q. Could you tell us whether or not you are a member of the CIO-IWA? A. I am, yes.

Q. And how long have you been a member?

A. I have been a member of the IWA since, I think it was September or October, 1948.

Q. Have you been a member continuously until the present time? [224] A. I have, yes.

(Testimony of Ernest Dickey.)

Q. Mr. Dickey, were you working in the Woods Department of the Ralph L. Smith Lumber Company during the fall of 1954 and the spring of 1955?

A. I was, yes.

Q. Now, in addition to being a member of the union, do you have any office with the union?

A. I have.

Q. What is that office?

A. My status now is First Vice President of Local 433 District 13.

Q. Do you have any other official job with the union?

A. Yes. I am considered as kind of a head job steward of the woods.

Q. Did you hold that last position during the fall of 1954 and the spring of 1955?

A. Yes, I did.

Q. Would you just tell the Trial Examiner briefly what your duties consisted of as a job steward?

A. As a job steward I was, they told me——
Trial Examiner: Who told you?

A. (Continuing) The main local in Anderson—aside from being First Vice President up in the woods, which is 35 or 40 miles from Anderson, they told me it was my duty to watch over the job stewards and see that the membership was kept in line [225] in the way of being signed into the union, and then I charted the Woods meeting, down to crew meetings.

That is just about the tale of the whole thing.

(Testimony of Ernest Dickey.)

Q. (By Mr. Halpin): Mr. Dickey, are you acquainted with a Charles R. Hatfield, do you know Charles R. Hatfield?

A. I was never personally made acquainted with him, but I have contacted Charles R. Hatfield.

Q. When did you first contact him?

A. It was on or about May 5 of 1955.

Q. Had you known him before then, or known who he was before then?

A. I knew him as Hatfield, but, as I said before, I wasn't personally introduced to the man formally.

Trial Examiner: You mean nobody said, "This is Mr. Charles R. Hatfield and this is Mr. Dickey," is that what you mean?

The Witness: That is what I mean.

Q. (By Mr. Halpin): But you knew who he was? A. Yes, I knew him.

Q. Had you had any conversations with him prior or before May 5, 1955? A. I had not.

Q. Now, on May 5, 1955, did you have any conversation with him? A. No conversation.

Q. How did you come to know who he was especially on that [226] day?

A. Well, I had been given notice that he and Spangle and Thomas were due to sign into the union for initiation and dues. On this special date the timber fallers weren't working and I was detailed to work in the rigging. At that time our two job stewards were in the hospital, one for an operation which was industrial, and the other was

(Testimony of Ernest Dickey.)

on the lungs. It was presumed it was cancer at that time.

So I took it upon myself to try to get the boys into the union on that day that I worked with them.

Q. What attempt did you make to get them into the union on that day? Tell us in your own words what you did.

A. I contacted Mr. Spangle and Mr. Thomas on going out that morning on the bus.

Trial Examiner: What morning?

The Witness: The morning, I think it was the 5th, the 4th or the 5th.

A. (Continuing) I gave them the cards, the proper cards, and told them that at lunch time if they would kindly fill those out it would speed up the job of getting them into the union.

So at lunch time I went around and I got Mr. Spangle signed up okay. Mr. Thomas wasn't in sight.

We only have 30 minutes for lunch.

Then I approached Mr. Hatfield. He was sitting in the crew bus eating his lunch. I just walked up to the window [227] where he was sitting by and showed him one of those cards like we use and asked him had he ever signed one of those cards. He took it and looked at it and said, "Yes, I signed one last fall."

I said, "Okay," and that was the only conversation we had.

I just stuck the card in my pocket and went on.

(Testimony of Ernest Dickey.)

Q. (By Mr. Halpin): For the purpose of making the record clear, what type of card was this?

A. It was a blue card for the union.

Trial Examiner: Was that a membership application card?

The Witness: Yes, sir.

Q. (By Mr. Halpin): At that time did you give Mr. Hatfield, or offer to Mr. Hatfield any other card or document to sign?

A. Not at that time, no.

Q. Now, when was the next time you met Mr. Hatfield, or talked to Mr. Hatfield with respect to joining the union?

A. It was on or about May 10.

Q. Where did that take place?

A. Well, it was the evening of the 10th of May after the fallers had quit work. We always quit work earlier than the riggers do. I spent a little time fishing in the Lake. We were working at Arthur Lake at the time. In the meantime the riggers quit and I was told when I got in that evening that Hatfield had been there to sign a card to enter the union. [228]

Trial Examiner: Who told you that?

The Witness: Watson, Harvey Watson was the guy that told me that.

Q. (By Mr. Halpin): What did he tell you?

A. He told me that Charles Hatfield had been up there looking for me to sign into the union and I was away fishing at the time.

Q. Who is Watson?

(Testimony of Ernest Dickey.)

A. Watson is our Recording Secretary at the camp.

I didn't see him that time, but the next time I saw him was on the morning of the 11th. We stopped at our regular stop—I would like to change that. It was on the morning of the 12th. We stopped at our regular stop to pick up the fallers. Our bus goes out first. Charles Hatfield happened to be parked there and he came up to the window where I was, and the window was up. It was cool that morning. He tapped on the window and asked did I have them cards for him to sign that morning.

Before I could give him an answer, well, the bus driver drove on with our crew. They had embarked and we were on our way to work.

However, after we got to the woods, and I started scaling the timber for the fallers, and chokers, and the "Cat" was working near us, and Hatfield came up to where I was working and asked me why didn't I have the cards for him to sign. [229]

I told him that everything was beyond my control at that time and I couldn't let him sign any cards. We had already had our crew meeting at the camp that night.

Trial Examiner: What night?

The Witness: On the night of the 11th. This was the morning of the 12th.

I told him that we had our crew meeting the night before and they had concurred in the action the Business Agent had taken on this. I told him

(Testimony of Ernest Dickey.)

that the regular meeting in Anderson, the main meeting, would be that night and that I would go down with the minutes and have them read and see what I could do about that, which I did.

Of course, they read the minutes and they approved the minutes as read, and I was at my row's end, still out of my reach. It was then in the hands of the body.

Q. (By Mr. Halpin): It was on this occasion, on May 12th, that you told Hatfield there was to be a meeting that night in Anderson?

A. Right.

Trial Examiner: When was the meeting in Anderson?

The Witness: The night of the 12th.

Trial Examiner: It was that night that you spoke to Hatfield and told him that it was out of your hands, that you had had a camp meeting?

The Witness: I told him on the morning of the 12th that [230] it was out of my hands.

Trial Examiner: But the meeting in Anderson didn't take place until that night?

The Witness: That is right, the night of the 12th. That was the morning, shortly after I went to work, in the morning of the 12th that I told him.

Q. (By Mr. Halpin): Would you tell the Trial Examiner what took place, if anything, on May 11th at the camp meeting with respect to Hatfield?

A. Well, of course, it was brought up before the body and there was some talk of it, and the

(Testimony of Ernest Dickey.)

Business Agent explained to him the proceedings he was taking, and he also told him about our union shop clause, the way it read, and inasmuch as Hatfield had told me he had already signed the card, and we couldn't produce any card that he had signed, that we thought he was refusing to join the union.

Trial Examiner: Who is the Business Agent?

The Witness: Robert Crimmins.

Trial Examiner: Did you make any statement at that meeting?

The Witness: I made no statement.

Trial Examiner: Pardon?

The Witness: I made none. My job being that of chairman I had to put it before the body. It is then that we try to let the body handle the affairs.

Trial Examiner: There was a meeting on the 11th at the [231] camp and that is what you are referring to?

The Witness: Yes.

Q. (By Mr. Halpin): Now, Mr. Dickey, did you attend the meeting of May 12th at Anderson?

A. I did.

Q. Did Mr. Hatfield attend that meeting?

A. No, he did not.

Q. When you talked to him on the 12th in the morning had you told him where the meeting was?

A. Yes. We had quite a little conversation. He told me he signed a card about four days after he went to work last fall. I tried to make him remember who signed him up. I knew that Jim Gor-

(Testimony of Ernest Dickey.)

don was the shop steward on what we call the Little Side, and Hugh White was the shop steward on what we call the Big Side. I asked him was it Hugh White by any chance. He said it wasn't him. I said, "Was it Jim Gordon?" He said, no, it wasn't him. He said, "I can't identify the party that signed me up." Then he said, "It could have been you." Well, it wasn't me for sure.

Q. (By Mr. Halpin): In that meeting of May 12th that you had with Mr. Hatfield, or that interview, would you tell us whether or not he made any offer to pay money to you?

A. He did not.

Q. Did he on May 6th?

A. On May 6th, no. [232]

Q. On May 5th?

A. He told me he had already signed up last fall.

Q. After May 12th did you again discuss the matter with Mr. Hatfield?

A. Well, on the morning of May 13th I am pretty sure he did get into the discussion, but I and the Logging Superintendent started it. He came in afterwards.

Q. Who was the Logging Superintendent?

A. Walter Hansen.

Q. Where did this conversation take place?

A. In front of the office at the camp.

Q. What was said by Mr. Hansen and what was said by you?

A. Mr. Hansen and I started to get on the fall-

(Testimony of Ernest Dickey.)

ers' bus, which was waiting for me. He approached me and said, "This is business." I told him "All right." Then he said, "Well, we want to get Hatfield signed into the union." I told him that it was beyond my control, that there was nothing I could do about it. About that time Hatfield stepped into the picture. When I first saw him he was coming from a car that had just parked over close to a big oak tree in front of the office there. He came out around some more cars that were parked there and entered the conversation. He wanted to sign into the union.

I told him just what I told Mr. Hansen. I told him that it was beyond my control and there was nothing that I could do at that time, and for him to talk to the Business Agent. [233]

They were waiting for me impatiently and Mr. Hansen said, "We will write him a letter," and then turned and walked toward the office, and I went on and got on the bus.

Q. Mr. Dickey, did you, or Hugh White, or Jim Gordon, have authority from the union to accept members into the union?

A. Yes, in a way.

Q. Would you tell us in your own words, just what you could do as a shop steward, what your powers were?

A. Well, to my notion the shop steward is supposed to contact the new employees and get them signed into the union. In case that they get a refusal, well, they are supposed to turn it over to

(Testimony of Ernest Dickey.)

the legal authorities, which is the Business Agent's job to enforce the working agreement.

Q. Could you actually induct members into the union?

Mr. Scolnik: I object to that.

Trial Examiner: Doesn't the constitution provide the powers and duties of the shop stewards?

Mr. Halpin: Yes. It would be all right for us to be bound by that.

Trial Examiner: I will sustain the objection.

Q. (By Mr. Halpin): Did anyone other than yourself, and Mr. White and Mr. Gordon, have dues authorization slips, blank ones, in their possession? A. Not that I know of.

Q. Would you tell us whether or not those slips are numbered? [234]

A. They are not that I know of. I never noticed the numbers on them.

Q. How are they distributed to the shop stewards?

A. They are in packs. They are a white sheet and a yellow sheet. We use a carbon. The white sheet goes into the check off in the office and the yellow goes to our files for reference.

Q. Are they in book form, or are they——

A. In book form.

Q. Who has the books in the woods?

A. The job stewards have books and so do I.

Q. Anybody else?

A. No one that I know of. They have no authority to have them.

(Testimony of Ernest Dickey.)

Mr. Halpin: I think that is all.

Trial Examiner: Any questions, Mr. Scolnik?

Mr. Scolnik: A few.

Cross Examination

Q. (By Mr. Scolnik): Mr. Dickey, you were the particular job steward who signed up Mr. Spangle and Mr. Thomas, is that correct?

A. I am.

Q. What you actually did was to fill out a white check off slip and they signed it, is that right?

A. There are two of those cards. There is a check off slip and then there is the card for our files. [235]

Q. There is a white copy of the check off slip and then a yellow one?

A. The yellow one for our files on the check off and there is also a blue card for our files.

Q. The blue card is the application for membership in the union, is that right?

A. That is what I would say, yes.

Q. That card the employee signs, and the job steward who signs him up signs his name as a witness on it too?

A. Supposed to sign his name as a witness, yes.

Q. That is your practice when you sign up someone, isn't it?

A. To the best of my knowledge, yes.

Q. In the case of Mr. Spangle and Mr. Thomas, did they sign their application for membership card in your presence?

(Testimony of Ernest Dickey.)

A. Mr. Thomas did not. Mr. Spangle did.

Q. Did you sign your name on each of their cards?

A. I wouldn't say for sure. That was a long ways back. That was around the 5th, 6th or 4th of May. That is a long time. Sometimes things do slip my memory.

Q. Now, the check off slip that Spangle and Thomas signed was made out by you, is that correct, and did you fill it in? A. Yes.

Q. What did you do with the yellow copy?

A. The yellow copy goes in our files.

Q. What did you do with it? [236]

A. I turned it over to the union in Anderson.

Q. What did you do with the white copy?

A. I gave it to Mr. Johnston, the time keeper.

Q. Do you recall approximately when you gave it to Mr. Johnston?

A. No. I presume I gave it to him that evening when he got in.

Q. Now, I would like to direct your attention to the incident that you have told us about in which Mr. Hansen was present and there was some conversation between you and Mr. Hansen and Mr. Hatfield was there part of the time. You have testified that that particular incident occurred on May 13. Are you sure of that particular date--could it have been May 12?

A. Well, I still stick to May 13.

Q. Do you have any particular reason or basis for believing that it was May 13?

(Testimony of Ernest Dickey.)

A. Not any.

Q. Is it your testimony that it definitely could not have been May 12?

A. Well, just as I said now concerning my witness signature on the blue cards, it could have been a little mistake there, but I will still stick to the 13th.

Q. In other words, it might have been May 12th or May 13th, but your best recollection now is that it was May 13?

A. That is the way I would put it. [237]

Q. Did you find out later on that particular day—we are now talking about the day of that incident where Hansen was in the conversation—did you learn at any time during that day that Jim Gordon had signed up Mr. Hatfield?

A. No, I didn't hear Jim Gordon's name called on that particular day.

Q. Was it sometime after that particular day that you found out that Jim Gordon had signed up Mr. Hatfield?

A. Yes.

Q. What would be your best recollection as to when you found out about that?

A. Well, I wouldn't say for sure. It was probably the next day or the day after the next. Jim Gordon was confined to his home, supposed to have been yet, and so I never gave it much thought.

Q. How did you find out about it?

A. That is beyond me. I just don't know what grapevine it came over.

Q. Did Gordon ever tell you?

A. No.

(Testimony of Ernest Dickey.)

Q. Did you have a conversation with Mr. Gordon at any time about his signing up Mr. Hatfield?

A. It was that week-end—let me see. Where is that on the calendar?

Trial Examiner: Here is a calendar—take this one. [238]

A. (Continuing) It could have been possible that it was May 14 that I found out about it. Let me see.

Trial Examiner: You have a May calendar in front of you.

A. (Continuing) It was on May 14, I suppose, that I found out that Mr. Gordon had signed up Hatfield for I drove over to his place before I left to go to Chico to go home—I go home each week-end—for the purpose of talking with him concerning the case.

Q. (By Mr. Scolnik): Did you talk to Gordon at that time? A. Yes.

Q. That was in his house?

A. It was in his house.

Q. Who else, if anybody, was present when this conversation took place?

A. The Business Agent was there with me.

Q. Mr. Crimmins? A. Mr. Crimmins.

Q. Would you tell us what was said in that conversation?

A. Well, I left before Mr. Crimmins did. I found out that Jimmy Gordon had signed Hatfield into the union. I told him that it was probably my error that I hadn't had time to contact him

(Testimony of Ernest Dickey.)

concerning the procedure that had been gone through with the body at the meetings. He wasn't aware of the facts that they had went through the channels, you see.

Q. By "he" you mean Jim Gordon? [239]

A. Yes. That he hadn't found out that the body at the crew meeting at the camp had concurred with the Business Agent's actions, and I had taken the minutes to the regular meeting in Anderson on the night of the 12th, and they were approved as read there. He didn't know all of this had been gone through with and it was out of his control at the time.

Q. Is that what you told Jim Gordon, what you explained to him?

A. I told Jim Gordon that the procedure had been set up in a way that it was probably my error that I hadn't already contacted him and told him the whole of the layout.

Q. What did he say?

A. He said he was ignorant of the facts until right then.

Q. What did Mr. Crimmins say, if anything?

A. I don't remember anything Mr. Crimmins said.

Trial Examiner: Did Mr. Crimmins come over to your house and then the two of you went to see Gordon?

The Witness: No.

Trial Examiner: How was it?

The Witness: Mr. Crimmins went over there.

(Testimony of Ernest Dickey.)

He had just got there. The fact is I wasn't even expecting Mr. Crimmins in camp.

Trial Examiner: I thought you said Crimmins came to your house and you went over there together?

The Witness: No. [240]

Trial Examiner: Go ahead.

Q. (By Mr. Scolnik): Now, do you recall that during this time, during this meeting, this conversation——

Trial Examiner: At Gordon's house?

Q. (By Mr. Scolnik): ——at Gordon's house, when you and Crimmins were there, that Mr. Gordon handed, or offered to Mr. Crimmins the yellow copy of the check off slip which Mr. Hatfield had signed?

A. No, I don't recall that. As I say, I only stayed a minute. I was hurrying to get off home. I was late at that time.

Q. You don't deny that that took place, though, do you, Mr. Dickey?

A. I don't know if it took place and I don't remember of anything like that going on in my presence.

Q. You just don't remember. Do you remember Mr. Gordon handing or offering to hand to Mr. Crimmins at that time the application for membership card which you have just described as a blue card, that Hatfield had signed? A. No.

Q. You don't remember that? A. No.

Q. Was that something which might have hap-

(Testimony of Ernest Dickey.)

pened as far as you can recall? A. Pardon?

Q. Is that something which might have happened, but you don't remember now?

A. Well, I am positive it didn't happen while I was there. I was there only a minute. I saw Mr. Crimmins was already in conference with Gordon and so there was nothing that I could do so I went on home.

Q. Do you recall at this same time Mr. Crimmins saying anything at all about receiving a letter from Mr. Hatfield? A. No. [242]

* * * * *

WALTER O. HANSEN

a witness called by and on behalf of the General Counsel, National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, please?

The Witness: Walter O. Hansen.

Trial Examiner: Mr. Hansen, where do you live?

The Witness: Redding.

Trial Examiner: You may be seated.

Mr. Scolnik, you may proceed with the examination of this witness, who has been duly sworn. [243]

Direct Examination

Q. (By Mr. Scolnik): What is your position with the Ralph L. Smith Lumber Company?

A. Logging Superintendent of the Anderson operation.

(Testimony of Walter O. Hansen.)

Q. You have been present at all times during the testimony thus far in this proceeding?

A. Nearly all, sir.

Q. Are you the Mr. Hansen referred to in the testimony? A. Yes, sir.

Q. I take it you know Mr. Charles R. Hatfield?

A. Yes.

Q. Do you know when Mr. Hatfield was discharged by the company in May, 1955?

A. Yes.

Q. When was that?

A. About five minutes past midday, the start of the midday lunch hour on May 17.

Q. Who discharged him? A. I did.

Q. What was your position with the company at that particular time?

A. I was Logging Superintendent. [244]

* * * * *

A. I discharged him upon verbal order of the Vice President and General Manager, Mr. Hood, who acted pursuant to a demand of the local union.

Mr. Halpin: I object to that on the ground of hearsay.

Trial Examiner: That is enough, Mr. Hansen.

Q. (By Mr. Scolnik): When did you get these instructions from Mr. Hood?

A. Approximately 10:30 a.m., May 17.

Q. Where were you at the time? [245]

A. I was riding in my pickup, approaching the camp office, when I heard the radio call for me. I asked that it hold off a bit. I wanted to change

(Testimony of Walter O. Hansen.)

radios. I got in the radio station at the camp office in approximately 15 minutes and took the message from Mr. Hood.

Q. What did the message say?

A. The message was to discharge Mr. Hatfield.

Q. Was that the entire message? A. No.

Q. What was the entire message?

A. In substance the entire message was about as follows: "I have received a second letter demanding the immediate discharge of Mr. Hatfield. The letter was dated May 16. I have consulted counsel. I know how you feel in this matter. I feel that there is no other course to follow and that if Hatfield should choose to make a case out of it I believe the responsibility will rest with the union."

That was about the substance of his message.

Q. You indicated a few minutes ago that you did discharge Hatfield yourself at a certain time on the 17th. Would you state in substance what you said to him at that time?

A. I walked up to the front of the crew bus and, arriving within 50 feet of it, I asked, "Where is Charlie Hatfield?" Someone said "Here he is." I spied him in the bus. I entered the bus. Mr. Hatfield was seated a little toward the rear of [246] the bus. I walked up to him and said, "Charlie Boy, I have a message for you. Pursuant to verbal orders of the General Manager, who is acting according to the demand of the local union, you are hereby dismissed."

(Testimony of Walter O. Hansen.)

Those are very close to the exact words that I used at that time. [247]

* * * * *

Cross Examination * * * * *

Q. (By Mr. Halpin): Mr. Hansen, when did you first become aware of the fact that the union had requested the discharge of Mr. Hatfield?

A. I became aware of it officially—I will have to qualify my answer—on either May 9th or May 10th. I became aware of it through a rumor that their intention was to request the discharge of Hatfield; that the intent of the Business Agent was to request the discharge of Hatfield.

Q. Now, Mr. Hansen, when did you find out that there was more than a rumor to this notion that the union wanted Mr. Hatfield discharged?

A. On either the 9th or 10th in the evening.

Q. How did that take place?

A. First I received a radio call, which I couldn't read. I had been on the west side on the day involved, and Mr. Oscar Clyd, my assistant, was attempting to communicate with me and we gave it up. When I got home I got a message from him to [252] the effect that he had heard that Crimmins had written or was writing a letter demanding the discharge of Charles Hatfield. On that same evening about 8:30 Mr. Hood, the Manager, called me by phone and stated that he had received a letter over Mr. Crimmins' from the union demanding the discharge of Hatfield. I placed that on the 10th.

(Testimony of Walter O. Hansen.)

Q. Did you say anything back to Mr. Hood after he communicated this information to you?

A. What do you mean "back"?

Q. Reply.

A. Yes, I did, as follows. I said, "Well, there is something wrong. I have talked to Mr. Hatfield and Mr. Hatfield expressed to me his willingness to join the union, and also stated that he had believed that he had been signed in, but that if there was anything wrong he would certainly like to take care of it."

Q. When did you talk to Mr. Hatfield?

A. I talked to Mr. Hatfield on May 10, to the best of my recollection, during the noon hour on the landing at Arthur Lake in the crew bus in the front when he was eating lunch with approximately 12 or 14 people.

Q. Isn't it a fact that at that time you told Mr. Hatfield that you knew that the union had written a discharge letter on him?

A. I told Mr. Hatfield that I had heard that his discharge was going to be demanded and there might be some trouble, and [253] I asked him what the situation was. I asked him if he was a conscientious objector to unionism, or joining the union. He said he was not. I suggested that he take care of it. He said, "Well, I am perfectly willing to join the union." He seemed most cooperative. He wasn't hostile, but he was docile.

I turned to members in the bus, crew men in the bus, being union members, and I said, in effect,

(Testimony of Walter O. Hansen.)

“Here is a good man that wants to join your union. Can’t some good union man sign him up?”

At least one man replied, “There is no job steward here. Jim Gordon is sick. Why doesn’t he go to the camp and see Dickey?”

I suggested that he do that.

He told me of his trouble to get to camp. He was riding from Redding with a group of people that didn’t normally go to camp to get to work. He was riding with the group. He said he would make every effort to do so. [254]

* * * * *

Q. Now, after you talked to Mr. Hood, on what you think was the evening of May 10, did you immediately take action to discharge Mr. Hatfield?

A. I did not.

Q. Why not?

A. Because I felt it the moral obligation of an employer to give an employee a chance to answer charges against him.

Q. Did Mr. Hood request that you discharge Mr. Hatfield?

A. Mr. Hood requested that I find out what was wrong, and try to straighten out the situation.

Q. Now, in between the 10th and the 17th, when you actually did discharge Mr. Hatfield, you took no action on the request for his discharge, is that right?

A. That is right.

Q. All that time you knew that the union had demanded the immediate discharge of Mr. Hatfield?

(Testimony of Walter O. Hansen.)

A. I knew it from Mr. Hood. I did not read the letter. He told me of its contents. It was a little later, probably not until the 14th, that I got an opportunity to read the letter that Mr. Hood had described. [255]

* * * * *

Q. Did you discuss the matter at all with Mr. Johnston between the 10th and the 13th?

A. On the 13th Mr. Johnston knew something about it from my action, and from some discussion I had to enter into with respect to what I was doing. I know that was on the 13th. I place that date——

Trial Examiner: That is enough.

The Witness: As you were.

Q. (By Mr. Halpin): Do you want to modify your answer?

A. Yes. I want to modify my answer to the effect that to the best of my recollection Mr. Johnston had information from me concerning that on the 12th.

Q. On the 12th? A. On the 12th.

Q. How did he receive that information on the 12th, what did [257] you tell him?

A. Because I had a conversation with Mr. Ernest Dickey and Mr. Hatfield in the front of the office, and I was very puzzled. I couldn't figure things out. Mr. Dickey had told me that he couldn't sign Mr. Hatfield into the union. I knew Hatfield had been trying to approach Ernest and I said, "Ernest, I would like to get this mess about Hat-

(Testimony of Walter O. Hansen.)

field straightened out. He tells me he would like to join the union."

At that time I didn't know Hatfield was around and he approached us.

Mr. Dickey said, "Well, I can't do anything about it. I haven't anything against this man. I have only seen him twice in my life. I asked him once if he had signed a green card, and he said that he had. I looked on our record book and I found no record of it. At this time it is completely out of my hands. He will have to see the big shots down at Anderson."

I said, "Mr. Dickey, I understand that Charlie Hatfield has been in wanting to join the union, and that he is here now stating that he is willing to join, that he actually wants to join."

Ernest said "Yes, but I can't do anything about it."

It was time for the crew to leave. I said, "Well, gee, I am puzzled. I don't know what to do."

I turned to Hatfield and said, "I don't know what course to take, Hatfield. It won't hurt if you would write me a note [258] stating that you wanted to join the union, and that you are now willing to join," or words to that effect.

With that I went to the camp office and I asked for a pen and pencil and between Herb and myself a pen and pencil were procured, and a piece of paper.

Trial Examiner: "Herb," being Johnston?

The Witness: Johnston, yes.

(Testimony of Walter O. Hansen.)

A. (Continuing): I made sure that Mr. Hatfield had a piece of paper and a ballpoint pen. I first gave him the pencil and then I gave him the ballpoint pen. Then I left about other business.

Shortly thereafter I walked through and I saw Mr. Hatfield writing a letter, writing a note. Later I saw Hatfield get on the crew bus. I had work to do and I went back to the office and I found said note. [259]

* * * * *

A. I would say that I have received, well, I would say the \$20 applied.

Trial Examiner: What amount did he pay you, if anything?

The Witness: \$20 all together. He offered me more money and I chose to put off the payment time. He offered me \$100, Mr. Referee. I asked him to tell me his problem, and what not, and then I said, "If you make a regular monthly payment of \$20 I can get along fine." I suggested that he just give me \$20. At that time he offered me \$100.

Trial Examiner: What time was that, approximately?

The Witness: I would say about the 18th or 20th of July, somewhere in there.

Q. (By Mr. Halpin): Mr. Hatfield is no longer working for the Ralph L. Smith Lumber Company, is that right? A. Right.

Q. At the time he left did you ask that he repay you the balance of this loan?

Mr. Scolnik: Which time he left?

(Testimony of Walter O. Hansen.)

Mr. Halpin: The second time he left.

A. I did not.

Q. (By Mr. Halpin): Did he receive a termination check at that time?

A. He had it in his possession when I talked to him.

Q. You didn't ask him for your \$100 back, is that correct?

A. No. I asked him his plans for payment, repayment. [266]

* * * * *

Q. Now, why was he discharged the second time?

Mr. Scolnik: I object on the ground that it is immaterial.

Trial Examiner: Overruled.

A. For being absent from work because he was in jail on a charge of disturbing the peace, to which he pled guilty. [267]

* * * * *

Redirect Examination

Q. (By Mr. Scolnik): Mr. Hansen, during your testimony on cross examination yesterday afternoon I believe that you replied to counsel's questions that in your conversation with Mr. Hatfield attorneys' fees, or attorneys were mentioned? A. Yes.

Q. And that was the only recollection that you had as of the time you were testifying yesterday of any conversation about attorneys, but you now have an additional recollection of the conversation in which attorneys were mentioned, is that right?

A. Yes. As of the cross examination yesterday,

(Testimony of Walter O. Hansen.)

A. (Continuing): I made sure that Mr. Hatfield had a piece of paper and a ballpoint pen. I first gave him the pencil and then I gave him the ballpoint pen. Then I left about other business.

Shortly thereafter I walked through and I saw Mr. Hatfield writing a letter, writing a note. Later I saw Hatfield get on the crew bus. I had work to do and I went back to the office and I found said note. [259]

* * * * *

A. I would say that I have received, well, I would say the \$20 applied.

Trial Examiner: What amount did he pay you, if anything?

The Witness: \$20 all together. He offered me more money and I chose to put off the payment time. He offered me \$100, Mr. Referee. I asked him to tell me his problem, and what not, and then I said, "If you make a regular monthly payment of \$20 I can get along fine." I suggested that he just give me \$20. At that time he offered me \$100.

Trial Examiner: What time was that, approximately?

The Witness: I would say about the 18th or 20th of July, somewhere in there.

Q. (By Mr. Halpin): Mr. Hatfield is no longer working for the Ralph L. Smith Lumber Company, is that right? A. Right.

Q. At the time he left did you ask that he repay you the balance of this loan?

Mr. Scolnik: Which time he left?

(Testimony of Walter O. Hansen.)

Mr. Halpin: The second time he left.

A. I did not.

Q. (By Mr. Halpin): Did he receive a termination check at that time?

A. He had it in his possession when I talked to him.

Q. You didn't ask him for your \$100 back, is that correct?

A. No. I asked him his plans for payment, repayment. [266]

* * * * *

Q. Now, why was he discharged the second time?

Mr. Scolnik: I object on the ground that it is immaterial.

Trial Examiner: Overruled.

A. For being absent from work because he was in jail on a charge of disturbing the peace, to which he pled guilty. [267]

* * * * *

Redirect Examination

Q. (By Mr. Scolnik): Mr. Hansen, during your testimony on cross examination yesterday afternoon I believe that you replied to counsel's questions that in your conversation with Mr. Hatfield attorneys' fees, or attorneys were mentioned? A. Yes.

Q. And that was the only recollection that you had as of the time you were testifying yesterday of any conversation about attorneys, but you now have an additional recollection of the conversation in which attorneys were mentioned, is that right?

A. Yes. As of the cross examination yesterday,

(Testimony of Walter O. Hansen.)

and I do not remember the exact questions or the exact answers, I denied emphatically that I had paid Mr. Hatfield's attorneys' fees. I wish to state that I said to Mr. Hatfield, "I am not a labor attorney. I cannot advise you. I suggest you see a lawyer." In substance that is what I said to Mr. Hatfield.

Q. Is it not also true, Mr. Hansen, that the first time you ever mentioned to me that you remembered saying that to Mr. Hatfield was out in the corridor a few minutes ago?

Mr. Halpin: I object to that on the ground that it is a leading question, Mr. Trial Examiner.

Trial Examiner: Overruled.

A. I don't recall ever discussing that with you. I remember telling you that I never paid Mr. Hatfield, or hired his lawyer. [272]

Q. (By Mr. Scolnik): In the course of this conversation with Mr. Hatfield, did he ask your advice as to what he should do?

A. Yes, he did. I didn't feel I was able to advise him. I didn't know. I very definitely suggested "See your lawyer."

Q. With respect to your testimony about loaning money to Mr. Hatfield, can you state whether or not you have ever loaned, made any loans to any other employees in the woods? A. Yes, I have.

Q. Infrequently or frequently?

A. Oh, quite often, depending on the circumstances. I can recall several that I have made while working on my present job. It is quite frequently

(Testimony of Walter O. Hansen.)

done. Normally there are loans made in cases where I know there is a need, and if a man has my sympathy, and it is a case where it wouldn't be proper to loan company money. I have a certain flexibility in the use of company money. We generally limit to this amounts earned and not yet paid, and that sort of thing. But I have my own personal friends, and my own ideas, and I have loaned money quite frequently. I would say I have almost done it dozens of times during the tenure on this job. I can think of several names and amounts at the moment and the circumstances.

Mr. Scolnik: No further questions.

Trial Examiner: Any cross examination, Mr. Halpin? [273]

* * * * *

ED WATKINS

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

* * * * *

Direct Examination

Q. (By Mr. Halpin): Mr. Watkins, are you an employee of the Ralph L. Smith Lumber Company?

A. Yes, sir. [277]

* * * * *

Q. Yes.

A. Yes. Pardon me. I was thinking of Hatfield. That is right, yes.

Q. You remember him signing up, is that correct?
A. That is right.

(Testimony of Ed Watkins.)

Q. Now, after that incident do you recall whether or not Mr. Thomas and Mr. Hatfield had any conversations which you heard about membership in the union?

A. Well, not exactly a conversation, but I do know that Hatfield, when he would get on the bus, he would as a rule say something about the union. Well, Thomas said, "Did the union catch up with you yet?"

Q. Who said that, was that Thomas or was that Hatfield?

A. Yes. It was just like he was ribbing him or something.

Q. Was that Thomas that said that?

A. Paul Thomas, yes.

Q. Did you hear Hatfield's reply?

A. Pardon me — there are no ladies here, are there?

Q. No.

A. Well, he would say "Fuck the union," or "To hell with the union," or something to that effect. I heard that time and time again.

Q. Who said that? A. Hatfield.

Q. This was after Thomas had signed up in the union? [279]

A. Yes, after Thomas had signed up in the union.

Q. Were all of these conversations after Thomas had signed up?

A. Yes. Walt Spangle signed the same day. He said——

(Testimony of Ed Watkins.)

Trial Examiner: We are talking about the remarks of Mr. Hatfield. When were they made?

The Witness: Well, when he would get on the bus.

Trial Examiner: What month, what day?

The Witness: You have me there. I don't keep track of the days or anything. It was after he had signed up, I know.

Trial Examiner: After who had signed up?

The Witness: Thomas and Walt Spangle. I worked with him.

Trial Examiner: These remarks were made by Hatfield after these two men had signed union application cards?

The Witness: That is right.

Mr. Halpin: That is all.

Trial Examiner: Any further questions, Mr. Scolnik?

Mr. Scolnik: No questions.

Trial Examiner: You are excused, Mr. Watkins. Thank you very much.

(Witness excused.)

Trial Examiner: Mr. Halpin, will you call your next witness?

Mr. Halpin: I would like to call Mr. Del Smith.

* * * * *

JAMES M. GORDON

a witness called by and on behalf of the Respondent, having been first duly sworn, was examined and testified as follows:

* * * * *

Direct Examination

Q. (By Mr. Halpin): Mr. Gordon, for the purposes of clearing the record, are you the Jim Gordon that has been referred to [291] as a job steward at the Ralph L. Smith logging camp?

A. I am.

Q. You have been here during the entire hearing, have you not? A. I have.

Q. Have you heard the testimony of Mr. Johnston? A. I have.

Q. Would you tell us when you came back to work after being sick in May?

A. I went back to work on May the 21st.

Q. When did you first come back to the logging camp?

A. I came back, well, I was released from the hospital on May 12th. I came back that evening.

Q. Are you a job steward for the union?

A. I am a job steward for the union.

Trial Examiner: Do you hold any other office in the union?

The Witness: No, I don't.

Trial Examiner: Did you hold any in May of 1955?

The Witness: No, I didn't.

Q. (By Mr. Halpin): Prior to May 12th had you been away from the logging camp?

(Testimony of James M. Gordon.)

A. On May 2nd I was injured and Mr. Johnston took me to the hospital that evening, and I was there, the doctor kept me in the hospital until May 12th.

Q. Would you tell us whether or not you had any conversations with Mr. Johnston on the 13th with respect to the Hatfield [292] matter?

A. I did.

Q. Will you tell us whether or not you received any information about the Hatfield matter before May 13th from anybody other than Mr. Johnston?

A. No, I had not—well, yes. On May 2nd at lunch Walter Spangle came to me and asked me if I was going to sign up those three fellows out there in the woods.

I said, "What three fellows?"

He said, "There is three of us out here that didn't sign up last fall."

I said, "I will bring out the application cards and check off slips in the morning and do it."

That afternoon I was hurt and, therefore, I went to the hospital and I was unable to do so.

Q. Other than that information about the Hatfield matter, did you hear any other information except what Mr. Johnston told you on the 13th?

A. No; that is all.

Q. Now, would you tell us whether or not Mr. Hatfield signed more than one authorization card or slip for check off dues and initiation fees?

A. Yes. He signed two check off slips the 13th of May for me.

(Testimony of James M. Gordon.)

Q. Where did he sign the first one? [293]

A. Out in the woods.

Q. Where did he sign the second one?

A. Well, he came over to my house that afternoon, I should judge, about between 2:00 and 3:00 o'clock. I was laying down resting. He said that he wanted, well, didn't think that he was getting a fair shake because of paying back dues, that the others weren't doing it.

I said, "Good enough. Make out another one and tear up the other one if you want to do so."

So I got my check off book and I made out another one and I asked Mr. Johnston, I said, "Now, to be safe"—

Trial Examiner: Where did this conversation take place?

The Witness: This conversation took place over at my home.

Trial Examiner: Was Johnston over there?

The Witness: No. Johnston wasn't there. So we went over to the logging office.

Trial Examiner: You and Hatfield?

The Witness: Yes. We went to the logging office.

Mr. Scolnik: You mean Johnston's office?

The Witness: Yes.

I made out another slip for one month's dues and initiation fee, and I asked Mr. Johnston to give me the old check off slip and I tore it up and put it in the wastebasket.

Q. (By Mr. Halpin): Where did you make out

(Testimony of James M. Gordon.)

the second authorization, in your house or in the logging office? [294]

* * * * *

A. Well, I took my check off book, after talking to Hatfield over at my house, and we went over and I made out another check off slip in the office, and I told Hatfield at the time, I said, "In order to save any difficulty on the other one, we will tear it up."

I asked Mr. Johnston for the other one. I tore it up and threw it in the wastebasket.

Q. (By Mr. Halpin): Was Johnston present at the conversation in your home?

A. No, he wasn't.

* * * * *

Cross Examination

Q. (By Mr. Scolnik): Mr. Gordon, at the time that you prepared the first check off slip that Hatfield signed on the 13th, you [295] also prepared and he signed an application for membership card, isn't that correct? A. That is right.

Q. I will hand you General Counsel's Exhibit No. 12 and ask you to examine it.

A. That is the one I filled out. Mr. Hatfield signed it.

Q. Except for Mr. Hatfield's signature at the lower right hand on the card, is the rest of the ink written material on the card in your handwriting?

A. Yes, it is.

Q. Now, at the time that you prepared the second check off slip that Mr. Hatfield signed on

(Testimony of James M. Gordon.)

the 13th, a carbon copy on a yellow check off slip was also made out at the same time, is that correct? A. Right.

Mr. Scolnik: I will ask the reporter to mark for identification a yellow slip, as General Counsel's Exhibit No. 20.

(Thereupon the document above referred to was marked General Counsel's Exhibit No. 20 for identification.)

Q. (By Mr. Scolnik): I hand you General Counsel's Exhibit No. 20. Can you identify that as the yellow copy of that check off slip?

A. Yes, that is the yellow copy of the check off slip.

Q. These events occurred on the 13th. Is it not a fact that [296] within a few days following the 13th you saw Mr. Crimmins?

A. That is right.

Q. And told Mr. Crimmins what you had done in signing up Mr. Hatfield, is that correct?

A. That is right. I told him that I had signed him up.

Q. And showed him, as a matter of fact, General Counsel's Exhibit 12 and General Counsel's Exhibit 20 for identification?

A. I did. It was in my home.

Q. Do you recall what day that was, Mr. Gordon, either definitely or approximately?

A. That was on the 13th of May. It was on Saturday.

Q. Isn't it also true, Mr. Gordon, that at that

(Testimony of James M. Gordon.)

particular time you offered to hand over to Mr. Crimmins General Counsel's Exhibit 12 and General Counsel's Exhibit 20 for identification?

A. I did.

Q. What did Mr. Crimmins do, did he accept them?

A. No. He told me to keep them for a while.

* * * * *

Q. (By Mr. Scolnik): Would you tell us, to the best of your [297] recollection, what Mr. Crimmins said?

A. I don't remember just what he did say.

Q. Did Mr. Crimmins tell you that you should not have signed Hatfield up?

A. To the best of my knowledge he said he wished I hadn't done it.

Q. Did he say why he wished you hadn't done it?

A. He said that he had asked for the dismissal of Mr. Hatfield.

Q. (By Trial Examiner): Did he make any comment about Hatfield at all except what you have just told us?

A. I don't remember of any comment.

Q. Did he like Hatfield, or not like Hatfield, anything like that?

A. No, he never made any remarks about not liking Hatfield.

Q. What is your duty as a job steward?

A. I am supposed to sign up the new men as they come to work, sign them up into the union.

(Testimony of James M. Gordon.)

I try to do that on about the second or third week after they are there, because I let the boys get a pay check and then I sign them up. I haven't seen a logger yet that hit a new job that had any money. I let them get a few dollars ahead and then I sign them up.

Q. Have you got any other duties except signing up new members?

A. Well, I have collected union dues, and I have sat in on negotiating committees.

Q. Negotiating contracts with the company?

A. Yes.

Q. With the company officials? A. Yes.

Q. Now, when you get a membership application for your union signed by new employees, or employees who have recently been hired, and a dues check off, what do you do with those?

A. There is a white original and I turn that in to Mr. Johnston at the office.

Q. That is the check off?

A. That is the check off. With respect to the blue application card, I turn that over to Mr. Dickey or Mr. Crimmins.

Q. Did you ever attempt to give that Hatfield application card to Mr. Dickey?

A. No, because I never saw Mr. Dickey until Mr. Crimmins was there and I handed it to Mr. Crimmins.

Q. Was Dickey there when you offered it to Mr. Crimmins? A. Yes, he was. [299]

* * * * *

(Testimony of James M. Gordon.)

Trial Examiner: When you say you collect dues, do you also collect initiation fees?

The Witness: I have never collected any initiation fees because the boys always sign the check off slips. [300]

* * * * *

Q. (By Mr. Scolnik): Getting back to May 13, Mr. Gordon, do you recall that at the time you signed Hatfield up both you and Hatfield also signed a letter, which was addressed to the company and indicating on the letter that a copy was to be sent to Mr. Crimmins and Mr. Hood?

A. I witnessed such letter.

Q. I hand you General Counsel's Exhibit 10 and ask you to examine it and state whether you can identify that as being a copy of the letter which you have just referred to?

A. (Examining letter.)

Trial Examiner: You have the original there. Why don't you show him the original?

Q. (By Mr. Scolnik): I am now handing to you, Mr. Gordon, a document, which is the original of that letter, General [301] Counsel's Exhibit No. 10.

A. This is the letter that I witnessed Mr. Hatfield's signature to.

Q. This letter has the name "James Gordon" written on it in ink, is that correct?

A. That is correct.

Q. This is your signature? A. Yes.

Q. And you wrote it? A. I wrote it.

(Testimony of James M. Gordon.)

Q. Now, directing your attention to your meeting and conversation with Mr. Crimmins in your home on May 14, that you were testifying about a little while ago, do you recall whether or not during the course of the conversation Mr. Crimmins mentioned whether or not he had received that letter, General Counsel's Exhibit No. 10, that you just looked at, or a copy of it?

A. I think that while he was there he said he received it.

Q. Do you recall that he said he received it?

A. Yes. He had the letter with him.

Q. Do you know why Mr. Spangle and Mr. Thomas didn't sign check offs before the end of the season in the fall of 1954?

A. They told me that Mr. Crimmins had told them it was so close to the end of the season that he would let them go until they opened up in the spring. [302]

* * * * *

Redirect Examination

Q. (By Mr. Halpin): If you had known on May 13 that a discharge letter had been written on Hatfield would you have signed him up?

Mr. Scolnik: I object to that.

Trial Examiner: Overruled.

A. I probably wouldn't have.

Mr. Halpin: That is all. [303]

* * * * *

ROBERT P. CRIMMINS

a witness called by and on behalf of the Respondent, being first duly sworn, was examined and testified as follows:

Trial Examiner: What is your name, sir?

The Witness: Robert P. Crimmins.

Trial Examiner: Where do you live, Mr. Crimmins?

The Witness: Anderson, California.

Trial Examiner: You may be seated.

I didn't ask you to spell your name because it has been mentioned so often in the record, and we have your signature on a lot of letters.

Mr. Halpin, you may proceed with the examination of the witness, who has been duly sworn.

Direct Examination

Q. (By Mr. Halpin): Would you give us your occupation at the present time, Mr. Crimmins?

A. I am the Business Agent of the IWA Local 13-433, Anderson, California.

Q. How long have you held that job?

A. I have been on that job since January 15, 1954.

Q. Mr. Crimmins, are you the author of the letter dated May 6 to the Ralph L. Smith Lumber Company, and introduced in evidence here as General Counsel's Exhibit No. 4? I will [304] show you the original of that letter.

A. That is correct.

Q. When was that letter sent to the Ralph L. Smith Lumber Company?

(Testimony of Robert P. Crimmins.)

A. The letter was mailed by me the evening or late afternoon of May 6.

Q. Prior to the mailing of that letter had you been to the woods?

A. Yes, I had. You mean right at that particular time?

Q. Yes. A. Yes, I had.

Q. When did you go up to the woods?

A. My recollection is that it was on the evening of the 5th, the afternoon of the 5th.

Trial Examiner: Of May?

The Witness: Of May.

Q. (By Mr. Halpin): When you were up there did you have any discussion with any of the job stewards?

A. I had a discussion with Ernest Dickey.

Q. Would you tell us just what that discussion consisted of?

A. Ernest Dickey, a little prior to that, had received a list from me of the people in the woods to be signed up, and he informed me that he had signed Walter Spangle, Paul Thomas, but that he had contacted Mr. Hatfield and asked him to sign a card and Hatfield told him that he had already signed a card [305] last fall and did not want to accept the card, and Dickey said he didn't stay and argue with him but left.

Q. After that conversation did you talk with any of the company employees while you were at the woods?

(Testimony of Robert P. Crimmins.)

A. I remember having a conversation with Mr. Johnston.

Q. Would you tell us as near as you can what you said and what he said in that conversation?

A. Well, I had inquired of him as to how Walter Hansen received his mail and what was the quickest way to get a letter to him. It seemed quite inconsistent as to just what was the fastest way to get a letter to him. He inquired as to what my purpose was and I told him that I intended to request of the company the discharge of Mr. Hatfield for not joining the union.

Q. What did Mr. Johnston reply to that, if anything?

A. He didn't have too much to say, but he was interested in knowing what it was all about. He thought I was being hard on people, and so on and so forth, in insisting on such procedure and just left me with the impression "Well, go ahead and do it if you want to." That is the impression I got from my talk with Mr. Johnston.

Q. After your discussion with Mr. Johnston you returned to Anderson, is that correct?

A. That is correct.

Q. Did you, during the week from May 9th to May 13th, have [306] any discussions with Mr. Hood on the Hatfield matter?

A. No, I did not.

Q. Did you have any discussion with Mr. Hansen?
A. Yes, I did.

Q. When did that discussion take place?

(Testimony of Robert P. Crimmins.)

A. That discussion occurred in Mr. Hansen's office, at his request, on the morning of May 11th.

Q. Where was that office, for the purposes of the record?

A. In the main office building of the Ralph L. Smith Lumber Company. It is an office that Mr. Hansen seemingly shares with Mr. Parker there in the office.

Trial Examiner: When did you say this took place?

The Witness: The morning of May 11th.

Mr. Scolnik: Was this in Anderson?

The Witness: Yes.

Q. (By Mr. Halpin): Now, who else was present in that conversation?

A. During the most part of the conversation there was no one there. At one time during the conversation Robert Mason, the Secretary-Treasurer of the company, came in.

Q. What was said during that conversation by you and by Mr. Hansen?

A. First of all, if I may I would like to start from beginning.

Mr. Scolnik: I object. [307]

Trial Examiner: Beginning of what?

The Witness: Of my presence in the office of the Ralph L. Smith Lumber Company.

Trial Examiner: You were asked to give a conversation. Will you answer the question, please?

A. (Continuing) Mr. Hansen stepped out and

(Testimony of Robert P. Crimmins.)

called me and asked me if I would come into his office while I was talking to Del Smith. I told him as soon as I got through I would.

I went in and talked with Mr. Hansen. The first part of our conversation concerned a member by the name of Hugh White who, at the time, was in the hospital in Oakland for a lung operation, and we were taking up a collection for him. Mr. Hansen and myself talked about Hugh and his troubles for some time, and we were both quite concerned about him.

When we finished that conversation Mr. Hansen said to me, "Now, Bob, this man, Hatfield, that you are concerned about up in the woods, I will have him in the union very shortly." Then he said, "Well, I don't know whether I will have him in the union or not, but at least I will have him paying dues."

It took me kind of by surprise and I asked Mr. Hansen if he had read the letter that I had written to Mr. Hood on May 6. He told me that he had. I said, "Well, Walter, if you don't remember what it said you should get it from Mr. Hood's file and reread it because I did not, in that letter, request that you get the man in the union. I requested his immediate [308] discharge under the union shop clause in the contract."

The conversation that took place from then on, it evidently made Mr. Hansen quite angry——

* * * * * [309]

Q. (By Mr. Halpin): Now, Mr. Crimmins, after

(Testimony of Robert P. Crimmins.)

that morning did you go to the woods again before May 14?

A. I went to the woods on that very same day, the afternoon of the 11th of May.

Q. Who did you see up there as representatives of the union?

A. As representatives of the union I seen Mr. Dickey, who is [311] the head job steward and crew chairman, and Mr. Watson, who is Recording Secretary of the camp crew.

Q. Can you tell us whether or not you informed them of the discharge letter which had been written on Hatfield?

A. That is correct. In fact, Mr. Dickey had been informed that I was going to write the letter prior to that time. I informed him that the letter had been written at that time.

Q. While you were up there was there a meeting called of the woods crew?

A. Their regular meeting, which is held on the second Wednesday of each month prior to our regular meeting in the union hall in Anderson, was held and I attended it.

Q. Was the Hatfield case discussed at that meeting?

A. The Hatfield case was discussed at that meeting.

Q. Was Jim Gordon at the meeting?

A. No. Jim Gordon was still in the hospital with his injury.

Q. Did the body take action on the Hatfield

(Testimony of Robert P. Crimmins.)

case at that meeting? A. They did.

Q. What action did they take?

A. After I had made the report to them, and explained to them the length of time involved, and what had taken place in the Hatfield case, there was a motion made from the floor to support fully the action taken by the Business Agent in the Hatfield case, or words to that effect. [312]

Q. Was that motion passed?

A. That motion was passed by the group unanimously.

Q. Now, did you stay in the woods that night, or did you return to Anderson?

A. After the meeting I returned to Anderson.

Q. When was the next time you went to the woods?

A. The next time I went to the woods was on Saturday, the 14th.

Q. At that time had you received the letter we have been talking about, known as the nunc pro tunc letter?

A. I had. I received that letter in the Saturday morning mail in the Anderson post office. I took it back to the office, opened it and read it, and shortly after that left for the woods to see Mr. Gordon to find out what had happened.

Mr. Halpin: That is General Counsel's Exhibit 15, for the purposes of the record.

Q. (By Mr. Halpin): Would you tell us, just briefly what the duties of the job stewards are in the woods?

(Testimony of Robert P. Crimmins.)

A. The duties of the job stewards in the woods consist, for one part, of signing up new employees. We advise that they contact the men as soon as possible after they come to work, bearing in mind that the men have the full 30 days, if they want it, and if necessary to wait the 30 days, and after they have had their talk with the men, and then insist that he join the union, that is, apply for membership in the union. The [313] shop stewards, in signing a man up, have an application for membership form filled out, and also a check off of dues form filled out, unless the man would want to pay his initiation fee and dues in cash. The man is not actually received into the union until the membership card is placed in the hands of the union and proper action taken on it at a regularly constituted meeting.

Along with those duties the shop steward, of course, is to look after the welfare of the people in his department, or in that part of the section that he has of the job that he has jurisdiction over, to the extent of taking up any grievances they might have with the boss, and checking on the facts and things concerning grievances, to see if they have a case out of it. They are also instructed that if it is something that is beyond them that they are to call in the Business Agent, or possibly the Grievance Committee, and so on and so forth.

Q. Could you tell us whether or not you furnished to the job stewards in the woods any list of employees who might possibly be considered new

(Testimony of Robert P. Crimmins.)

employees and subject to joining the union?

A. That is correct. We have what we term an entering and leaving list that we receive from the company. I negotiated with Mr. Smith, the Personnel Manager, on that for a while after I first came over here, and he agreed it would be a good thing, and they have been sending us since that time an entering [314] and leaving list.

The entering list shows all of the people that have been hired, what department they have been hired in, their seniority date, and their classification.

Right on the next sheet is what we call the leaving list. It shows all of those people that have been terminated. When we first started out the the reason for the termination was on there. For some reason they don't give us those reasons any longer. They just put down that the man has been terminated, and we don't have any way of telling whether he quit, got fired, or what happened to him.

Upon receipt of that list, which we may receive anywhere from the 4th and it has come in as late as the 10th when Mr. Smith had a new girl in the office to break in and they had trouble getting it out, I turn that over to our Financial Secretary, and the membership record is checked, a master sheet of all of the people that have not been signed up in the union, with their seniority dates, date of hire, and their department is made up. Then there are sheets made up for each department of the people in each shop steward's department that have

(Testimony of Robert P. Crimmins.)

not been signed up, with their seniority date on there. Those sheets are turned over to me, and by me to the shop stewards, and they are supposed to work from that sheet, contact these people and sign up their application card and their check off of dues, or accept the initiation fee and the first [315] month's dues in cash.

Q. Was such a list furnished to Mr. Gordon between May 1st and May 12th, 1955?

A. No, it was not. The list was furnished to Mr. Dickey after Mr. Gordon had already been injured.

Q. Now, when was the first time that Mr. Hatfield's name appeared on one of those lists?

A. His name first appeared on the list that we received in November of 1954.

Q. Was Mr. Spangle's name on that list?

A. Yes.

Q. Was Mr. Thomas'? A. Yes.

Q. Were there other names on that list of people working in the Woods Department?

A. I believe there was a man on that list by the name of Geiger, and I believe he was employed right along at the end of October. I have the record. It was around the 27th, some place in there.

Q. Pursuant to that list, did you talk with Spangle, Thomas and Hatfield in the fall of 1954?

A. Yes, I did, to my best recollection.

Q. Would you tell us the circumstances of that talk?

A. I went up to the log landing and attempted

(Testimony of Robert P. Crimmins.)

to sign these people up in the union. They all told me the same story— [316] “Jesus, here it is getting ready to snow, the snow is practically flying. Are we going to have to pay this initiation fee and dues out of this last check that we are getting from the company? Winter is coming on and Christmas is coming on. We have only been working a little while. We don’t have any money.”

We thought it over, and talked with them, and I finally told them this: “I don’t think that the local union is that hungry for money. I think that you should consider that you have your 30 days in and if you come back in the spring, in line with your seniority, sign up in the union.”

Now, there is some controversy, of course——

Trial Examiner: Just a moment, now. Just answer the question.

Q. (By Mr. Halpin): Is that the substance of your conversation with these three men in the fall of 1954? A. That is correct.

Q. Did you have Hatfield’s name on this particular list at the time you went up there?

A. I had all three of those names on the list, Hatfield, Thomas and Spangle.

Q. Did any one of the three sign a blue application card at that time?

A. No. There were no cards signed.

Q. You are absolutely sure of that?

A. That is correct. [317]

Q. Was there anything signed which anyone could mistake for a blue application card?

(Testimony of Robert P. Crimmins.)

A. No, because I don't have any other thing that I asked these people to sign. [318]

* * * * *

A. (Continuing): During our conversation I explained to Mr. Hansen of the break we had given these people up in the woods, Hatfield, Thomas and Spangle, on that 30 days; that they didn't want the initiation fee and dues taken out of their termination [319] check, and we had given them this break.

Mr. Hansen told me at the time, "Yes, I know that. Hatfield repeated that to me."

That is something I left out of my previous statement.

Q. (By Mr. Halpin): That was the conversation on May 11, to clear the record?

A. Yes. [320]

* * * * *

Q. Mr. Crimmins, would you tell us whether or not Mr. Hatfield ever approached you personally and asked to join the union? [322]

A. No, he did not.

Trial Examiner: Did you ever ask Hatfield, except in November, to join the union?

The Witness: I did not.

Trial Examiner: Did you ever speak to Hatfield in the month of May 1955?

The Witness: No, I did not.

* * * * *

Q. (By Mr. Halpin): Did the union have a meeting in Anderson [323] on May 12th?

A. Yes, they did.

(Testimony of Robert P. Crimmins.)

Q. Was the Hatfield matter discussed at that meeting?

A. The minutes from the crew meeting in the woods of the previous night, May 11, were brought down to the Anderson local union meeting by Ernest Dickey. They were read at that meeting. The local union at Anderson accepted them, by a motion across the floor, as read, and supported the Woods position on the Business Agent's procedure in the Hatfield case.

Q. Was Mr. Hatfield at that meeting?

A. No, he was not.

Q. Was Mr. Gordon at that meeting?

A. No, he was not.

* * * * *

Cross Examination

Q. (By Mr. Scolnik): Mr. Crimmins, as of May 6, 1955, had you personally received any report from any of the local union officials, or job stewards, with respect to Hatfield's feeling [324] about the union, or joining the union?

A. That is correct. I had received a report from Mr. Dickey on the evening of May 5.

Q. What was that report?

A. The report was that he had signed up the other two men, Spangle and Thomas, that he had contacted Mr. Hatfield and that he just said, "I signed one of those things last year," and wouldn't have anything to do with him, so he gave up and went on about his business and turned it over to me.

(Testimony of Robert P. Crimmins.)

Q. At any time prior to May 6 of this year did any union job steward or official relate to you specifically any alleged anti-union statements that Hatfield had allegedly made?

A. Well, I had some union members tell me about those. In Mr. Dickey's case, he was not in contact with him. He reported alleged statements to me that were made by Mr. Hatfield, but that would only be hearsay on Mr. Dickey's part and hearsay on my part.

Trial Examiner: What did Dickey tell you?

The Witness: Well, he told me that some of the boys up there had told him that Hatfield took a very decided position, if the union was mentioned, against the union, and used quite a bit of foul language, and just acted like he didn't have any desire to join, and if he was able to keep from it he was going to do so.

Trial Examiner: What did the member state Hatfield said? [325]

The Witness: It was the same thing that you heard, that is, one of the remarks this morning. I don't like to repeat that kind of language in the record if I don't have to.

Trial Examiner: You don't have to.

The Witness: There were several of them up there that told me that his attitude toward the union was very bitter, that he didn't have any desire to join the union, and made obnoxious remarks whenever it was mentioned.

Q. (By Mr. Scolnik): Do I understand you cor-

(Testimony of Robert P. Crimmins.)

rectly that you don't know whether this is true, but this is what some of the members and job stewards have told you? A. You asked me——

Trial Examiner: Just answer the question.

A. It is purely hearsay, as I said.

Q. (By Mr. Scolnik): Did any of the job stewards, or union members, at any of the times when they made these reports to you, indicate how they felt about Hatfield?

A. All of them that talked to me indicated that they felt the man should either be in the union, or invoke the union shop clause in the contract.

Q. Did any of them ever express their dissatisfaction with these alleged statements of Hatfield?

A. Yes.

Q. Many times?

A. Well, I don't see them many times. I am only up there [326] once a week.

Q. Approximately how many times prior to May 6?

A. Well, on the evening of the 5th I talked to a good number of people up there and, in fact, I circulated around and talked to them.

Q. By "people" you mean union members?

A. Yes. They live there in camp. We would go in their cabins and sit down and talk with them and asked what they thought about it. I had quite a few of those statements made at that time, on the night of May 5th.

Q. Now, if I understand your testimony correctly, Mr. Crimmins, you are not denying that the

(Testimony of Robert P. Crimmins.)

union caused the discharge of Mr. Hatfield, are you?

Mr. Halpin: I object on the ground that it calls for a legal conclusion.

Trial Examiner: Overruled.

A. I will only admit that the union requested the discharge, with the desire that it be carried out by the company.

Q. (By Mr. Scolnik): Both by your letter of May 6th, which is General Counsel's Exhibit 4, and your letter of May 16, which is General Counsel's Exhibit 5, is that correct? Would you like to see those documents that I refer to? A. Yes.

Q. Certainly.

A. I am completely familiar with the May 6th letter and also [327] the other one.

Q. General Counsel's Exhibit 4 is the May 6th letter? A. Yes.

Q. And the May 16th letter, which I referred to is General Counsel's Exhibit 5? A. Yes.

Mr. Scolnik: Let the record show that I have shown the documents to the witness.

The Witness: If I may, I would like to point out that in this letter of May 16 I called to the attention of Mr. Hood that I had requested the discharge of Mr. Hatfield in a letter dated May 6 and that up to the present time that request had not been carried out by the Logging Superintendent.

I also mentioned the fact that I had received a typewritten copy of a letter on May——

Trial Examiner: We know what is in the letter.

(Testimony of Robert P. Crimmins.)

Mr. Scolnik: The letter is in the record.

The Witness: I see. I don't see any place where there was a direct request for discharge here. However, that is one thing that the letter meant. I certainly meant it to be that—if you will read the last part there.

Q. (By Mr. Scolnik): In other words, your testimony now is that your intention in sending the May 16 letter was to make a second request for the discharge of Mr. Hatfield?

A. My intention of the second letter was to get my request [328] of May 6 carried out as requested.

Q. Now, can you recall how many other employees of the Ralph L. Smith Lumber Company were requested to be discharged by the union pursuant to the union shop contract, between approximately 1950, when the contract was first put into effect, and up until May 1955?

Mr. Halpin: Just a moment. He has already testified that he became Business Agent in 1954.

Trial Examiner: As far as you know.

A. As far as I know—I believe I would have to check the records. I don't believe it was a direct request for discharge, but I wrote a letter concerning one Lester Breshears—B-r-e-s-h-e-a-r-s—and there were two others that I believe were either mentioned in that letter or in another letter.

Q. (By Mr. Scolnik): This was approximately when, to the best of your recollection?

A. That was back in April of 1954.

(Testimony of Robert P. Crimmins.)

Q. Do you recall whether or not Mr. Breshears was discharged as a result of that letter?

A. No, he was not.

Q. Do you know what happened?

A. He signed up in the union.

Q. When? A. Shortly after that.

Trial Examiner: What was the substance of the letter? [329]

The Witness: Well, the substance of the letter was a request to get these people in the union.

Mr. Hearing Officer, there is quite a long story connected with that. I can make it brief.

Trial Examiner: I don't want the story. I want the substance of the letter.

The Witness: I think that I have a copy of it. I don't have my copy with me, but the substance of the letter was that I wanted the man to join the union, or we would have to request his discharge, something to that effect.

Trial Examiner: You notified the company that this man had not complied with the union security clause of the contract?

The Witness: Correct.

Trial Examiner: And that if he didn't do so within a specified time that you would ask his discharge?

The Witness: I don't remember whether I had that in there or not.

Trial Examiner: All right.

What other men were mentioned in that letter?

The Witness: I remember making a similar re-

(Testimony of Robert P. Crimmins.)

quest with respect to two other men, but I can't recall whether it was in the same letter or not.

Q. (By Mr. Scolnik): Were those other two people discharged? A. No.

Q. What happened in their case? [330]

A. I believe they quit. I know they left the employ of the company.

Q. You talked to Mr. Dickey on May 5th and he told you about asking Hatfield if he would sign a card, and Hatfield replying that he had already signed one. Do you recall whether the statement was made, or the statement attributed by Dickey to Hatfield, was made that Hatfield said he thought he had already signed one, or he had already signed one?

A. He didn't say he thought he had already signed one. The report made to me was that he said that he had already signed up and he didn't want nothing to do with it.

Q. The following day you wrote the May 6 letter, which is General Counsel's Exhibit 4?

A. That is correct.

Q. In between the report from Mr. Dickey and the time that you wrote General Counsel's Exhibit 4, what investigation did you make of the statement attributed to Hatfield that he had signed up previously?

A. I investigated the company files, the transmittals that came down from the woods, the shop stewards' reports, transmittal sheets that came down from the woods with the people's names on

(Testimony of Robert P. Crimmins.)

them that signed cards, and so on and so forth. I investigated all of the files in the office.

Q. Which office?

A. Mine and the Financial Secretary's, concerning anything [331] that we had in there on union membership. There were no cards received. There were no cards of any kind in the files. The only record I found in the file was that he was overdue.

Q. And before you wrote General Counsel's Exhibit 4, and after you had ascertained the situation, did you tell Dickey what you had found out?

A. I didn't before I wrote the letter, no, because I didn't see Mr. Dickey any more.

Q. You didn't tell Hatfield what you had investigated and found out before you wrote General Counsel's Exhibit No. 4, did you?

A. No, I did not.

Q. Now, Spangle, Thomas and Hatfield had all been employed over 30 days by the end of November 1954 when the season ended, isn't that correct?

A. That is correct.

Q. And you have testified that you indicated to the employees at that time that even though you knew that they had been employed over 30 days they would not have to sign up at that time, but could wait until the following spring and, if they came back to work at that time, then they would be expected to sign up?

A. To consider that they had already put in their 30 days in line with the contract. They were in position, as I explained, of those people where

(Testimony of Robert P. Crimmins.)

the money would not have come out until [332] the pay period between the 1st and 15th anyway, of December.

Q. You told this to some employees in November of 1954, is that correct? A. Correct.

Q. Did you tell that to Spangle?

A. I did.

Q. Thomas? A. I did.

Q. To Hatfield?

A. I am sure I did. However, that is one of the contentions there, as you know. I was told by Mr. Schneider that Hatfield denied it. It was many months after this had taken place.

Mr. Scolnik: I move to strike the last portion of the answer.

Trial Examiner: Motion denied. Go ahead.

Q. (By Mr. Scolnik): What is your recollection? A. Just what I was telling you.

Q. You are positive in your own mind that you did tell Hatfield?

A. Yes, that I talked to him. However, I would like to have this in the record, Mr. Hearing Officer: In my statement to the Field Examiner I told him that I would not swear to it in a notarized statement because I see hundreds of faces during the course of a year. I do know that I talked to three men up there that day, and I was sure I had talked to Hatfield. [333]

Q. You told the Field Examiner that you would not swear in an affidavit that you had talked to Hatfield at that time, is that right?

(Testimony of Robert P. Crimmins.)

A. That is correct.

Q. Well, are you willing to swear under oath now on the witness stand that you talked to Hatfield at that time?

A. I have already said it was my impression that I had talked to Hatfield at that time. I talked to three people. They were the only three names I had on the list.

Q. You are certain that you talked to Thomas and Spangle?

A. Right. They were sitting right around the campfire drinking coffee and eating sandwiches and I contacted both of them together.

Q. Isn't it a fact that as of May 4, 1955, or May 5, 1955, that Spangle, Thomas and Hatfield were all in substantially the same position? By that I mean they had all been hired about the same time in the fall of 1954, they had all worked or been employed for over 30 days by the time of the seasonal layoff at the end of November, 1954, and as of May 4 or 5, 1955, they had all been employed by the company substantially the same amount of time?

A. What date was that last date?

Q. May 4 or 5.

A. They were called back to work on March 16. That is my recollection, and were continually employed from then on up [334] to and through that period.

Q. So they were all in substantially the same position with respect to their employment record and their status in the union as of May 4 or 5?

(Testimony of Robert P. Crimmins.)

A. Correct.

Q. And Thomas and Spangle signed up on May 5? A. Correct.

Trial Examiner: Is that right?

The Witness: That is right, they did.

Q. (By Mr. Scolnik): But Hatfield didn't sign up on May 5, and you requested his discharge the very next day? A. That is correct.

Q. Would you care to explain why, under all of those circumstances, you took precipitous action with respect to Hatfield?

A. We have a union shop clause in our contract. All three of those people were in exactly the same position. None of them had ever signed up. They all knew very definitely that they were required to sign up. We had notices posted that they were required to sign up. The two men, Walter Spangle and Paul Thomas, signed up when they were asked. The other man didn't. As far as I am concerned his reaction to Mr. Dickey was a direct refusal and an excuse to get rid of Mr. Dickey, no other, because he had never signed a card and had never made an attempt to sign a card. [335]

* * * * *

Q. (By Trial Examiner): Am I right that you had a conversation with Dickey in the afternoon, or early evening of May 11th of this year?

A. That is correct.

Q. That conversation took place prior to the meeting?

A. Yes. I always contact Mr. Dickey. In fact,

(Testimony of Robert P. Crimmins.)

I usually talk to all of the boys through dinner. I eat up there.

Q. Did Mr. Dickey tell you at any time before the meeting on May 11th that Hatfield wanted to sign up with the union? A. No, he did not.

Q. Did he make that statement at all at the meeting that was held that evening? [338]

A. I just can't recall whether he did or not, Mr. Hearing Officer. However, he was conducting the meeting during the entire proceedings and, as chairman, he makes very few statements.

Q. Were the members advised at that time that Hatfield was attempting to sign up in the union?

A. Not to my knowledge. I hadn't been advised at that time that he was attempting to sign up in the union. The only thing I had had on it was that Mr. Hansen told me he thought he would have him in the union in a few days.

Q. Did you tell that to anybody?

A. Yes, I did. I made a full report of the entire situation.

Q. At the meeting?

A. At the meeting, as a Business Agent's Report.

Q. What did you tell the members about Hatfield attempting to sign up?

A. I didn't tell them anything about him attempting to sign up.

May I tell this in my own words?

Q. Go ahead.

A. First, I made a full report on the break that

(Testimony of Robert P. Crimmins.)

was given these people the previous fall. I gave a full report on the fact that Spangle and Thomas had signed up, that the other man hadn't. I also made a full report on my conversation with Mr. Hansen, and that he had told me he would have him in the union— [339] without going into the conversation here because you already have it in the record—and I explained the whole situation to the membership, told them what procedure I had taken in requesting the man's discharge.

When the complete story was told, and I don't know who, but someone on the floor of the crew meeting made a motion to support the action taken by the Business Agent.

Q. Did anybody at this meeting make any statements regarding, or say anything regarding the Hatfield derogatory remarks about the union?

A. Yes, there were a couple of remarks made there.

Q. What was said about that and by whom?

A. I don't remember it exactly. As I remember, there was one report definitely made by Ed Watkins. There were a couple of other people there, and I can't recall who they were, that said that he had strictly a non-union attitude, that he just didn't want to get into it unless he absolutely had to, and that he was going to get out of it if he could.

Q. What was the reaction of the members regarding that report?

A. They just went ahead with their motion that the Business Agent's action be supported.

(Testimony of Robert P. Crimmins.)

Q. Watkins, was he a job steward?

A. No. Watkins was just a member.

Q. And Watson is the fellow that was here?

A. The fellow that was here, yes.

Q. And testified before?

A. Yes. He was just a member. He practically always attended the meetings, when we had meetings in the woods.

Q. Did Spangle and Thomas attend that meeting? A. No.

Trial Examiner: Any other questions?

Redirect Examination

Q. (By Mr. Halpin): You have been asked several times about anti-union expressions attributed to Mr. Hatfield.

Trial Examiner: I used the word "derogatory," not "anti-union."

Q. (By Mr. Halpin): Well, derogatory expressions. Do you mean that you heard that Mr. Hatfield said something to the effect that he was opposed to the union, but would join, or did he say that he was just unwilling to join—which is it that you heard?

A. As far as hearing anybody say that he said he was unwilling to join, if forced, I didn't. They said that he was not going to join if he could possibly get out of it.

Q. That was the sort of remark that you heard attributed to Mr. Hatfield, general remark that you heard? A. Yes. [341]

(Testimony of Robert P. Crimmins.)

Q. (By Mr. Halpin): With respect to the application card which has been introduced in evidence and attributed to Mr. Hatfield, which is General Counsel's Exhibit No. 12 and which I now show you, can you tell us whether that card is filled out properly?

Trial Examiner: Show him the original.

Mr. Halpin: I don't have the original.

Mr. Scolnik: Here it is.

Mr. Halpin: I am now showing the witness the original card of which General Counsel's Exhibit No. 12 is a photostat.

A. In the first place, there is a deletion on the card and that is the local union number. It is not there.

Trial Examiner: Was this application refused because it wasn't filled out right?

The Witness: No. [342]

* * * * *

Recross Examination

Q. (By Mr. Scolnik): This statement that Watkins made—I will not repeat it—did he make that statement to you prior to his testimony here today, had you heard it before?

A. I heard it up there at that meeting.

Q. He made it at the May 12 meeting?

A. Right—not the May 12 meeting, but the May 11th meeting. He made it to me at other times that I have talked to him. I see those boys around the camp all the time. [343]

* * * * *

Mr. Scolnik: I don't have any witnesses. I have just two matters that I would like to put in at this time.

First, I will ask the Examiner to take official notice that Charles Hatfield filed a charge in Case 20-CA-1111, on June 14, 1955, against the Ralph L. Smith Lumber Company, alleging that he was discharged on or about May 17, 1955, in violation of Section 8(a) (1) and (3) of the Act.

I ask that the Examiner take official notice of that fact.

I have a copy of that charge in my possession if anybody wants to see it.

Trial Examiner: Go ahead.

Mr. Scolnik: Second, on the basis of an off-the-record discussion with counsel, I understand that he will join in the following stipulation: That on July 21, 1955, Mr. Frank Schuman, an attorney in Redding, mailed to the union his own check in the amount of \$30.50 covering \$20 initiation fee and \$3.50 dues for each of the months of April, May and June, 1955, in behalf of Charles Hatfield; that Mr. Schuman's letter and check were received by the union on July 22, 1955, and the letter and the check were forwarded by the union to Mr. Halpin on July 27, 1955, who returned the check to Mr. Schuman with [347] a letter which stated "Mr. Hatfield is at this time ineligible for membership in the union."

Will counsel so stipulate?

Mr. Halpin: I will stipulate to that, with the understanding that we are not stipulating that the

money was actually given to Mr. Shuman by Mr. Hatfield for this purpose, and that Mr. Shuman had authority to send his check.

Trial Examiner: Do you accept the amendment?

Was it tendered on behalf of Mr. Hatfield?

Mr. Halpin: Yes, the letter says it was, but we don't know that Mr. Hatfield authorized it.

Trial Examiner: You didn't refuse the money because you weren't sure Mr. Shuman had authority to tender it?

Mr. Halpin: In part, yes, we did.

Trial Examiner: Do you mean to say that you wouldn't take any money for somebody's dues because you didn't know the party who was tendering it?

Mr. Halpin: That isn't the point. We take the position that Mr. Hatfield never did at any time of his own free will offer to tender his own money, and I am going to make a motion in that connection in a little while.

Trial Examiner: What about this stipulation?

Mr. Scolnik: I think, perhaps, Mr. Halpin will accept this amendment to the stipulation, namely, that in his letter to Mr. Shuman returning the check, the entire letter states as [348] follows:—

Trial Examiner: Put the letter in evidence, please, and let us go ahead.

Mr. Scolnik: Mr. Examiner. it will only take a minute to read it. It will save the trouble of making copies and putting documents in.

The letter states as follows:

"Enclosed please find your check in the amount

of \$30.50. Local Union 13-433 IWA-CIO, takes the position that Mr. Hatfield is at this time ineligible for membership in the union.”

Do you so stipulate?

Mr. Halpin: I so stipulate.

Trial Examiner: Do you so stipulate?

Mr. Scolnik: I so stipulate.

Trial Examiner: Do you stipulate to the contents of Mr. Shuman's letter to the union?

Mr. Halpin: I will stipulate that the letter says what it says, but I am not going to stipulate as to the facts in the letter.

Trial Examiner: Of course not.

Mr. Scolnik: I will ask the reporter to mark for identification, as General Counsel's Exhibit No. 23, a copy of Mr. Shuman's letter, and I will offer it in evidence. [349]

(Thereupon the letter above referred to was marked General Counsel's Exhibit No. 23 for identification.)

Trial Examiner: Any objection?

Mr. Halpin: No objection to that.

Trial Examiner: There being no objection, the paper is received in evidence and I will ask the reporter to kindly mark it as General Counsel's Exhibit No. 23.

(The letter above referred to, heretofore marked General Counsel's Exhibit No. 23 for identification, was received in evidence. [350]

[See page 239.]

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 2

(For Identification)

WORKING AGREEMENT

Between

INTERNATIONAL WOODWORKERS
OF AMERICA

Local Union 13-433

and

RALPH L. SMITH LUMBER COMPANY
Anderson, California

* * * * *

Article II.

Union Membership

a. The National Labor Relations Board having certified that a majority of the employees have voted to authorize the Union to seek a clause requiring membership in the Union as a condition of employment, the following clause shall become a part of this agreement:

"Within 30 days from the effective date of this clause or within 30 days after employment, every employee represented by the Union, as a condition of employment, shall become and remain a member of the Union. This clause is subject to the terms and provisions of Section 8 of the Labor Management Relations Act, 1947."

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 4

[Letterhead of International Woodworkers of
America, Local 13-433, Anderson, California.]

Stamped: Received May 9, 1955.

May 6, 1955

Mr. A. B. Hood, General Manager
Ralph L. Smith Lumber Company
P. O. Box 697
Anderson, California

Dear Sir:

Under Article II, Section (a) "Union Membership" of the Working Agreement existing between the Ralph L. Smith Lumber Company and Local Union No. 13-433 I.W.A.-C.I.O., the Union is requesting the discharge of Charles Hatfield. Mr. Hatfield is employed in the Woods as a choker setter. He has had ample time to join the Union and the opportunity has been offered to him by both I and the Shop Stewards in the department.

Looking forward to your immediate cooperation in this matter, I remain

Very truly yours,

/s/ ROBERT P. CRIMMINS,

Robert P. Crimmins,

Business Agent, Local 13-433,
I.W.A.-C.I.O.

RPC:mt

GENERAL COUNSEL'S EXHIBIT No. 5

(Copy)

May 16, 1955

Mr. A. B. Hood, General Manager
Ralph L. Smith Lumber Company
P. O. Box 697
Anderson, California

Dear Sir:

Under the date of May 6, 1955, I wrote you concerning Charles Hatfield, an employee of the woods department. I am sure you will remember the Union requested the discharge of Mr. Hatfield in that letter. The specific request of the Union was not carried out by the logging Superintendent in this case.

On Saturday, May 14, 1955 I received a typewritten copy of a letter dated May 13, 1955, addressed to Mr. Walter O. Hansen, signed by Charles Hatfield. I have noted under enclosure that a copy was also sent to you, and I trust you have received it by now.

I wish to refer you to the contents of the letter signed by Mr. Hatfield and witnessed by James Gordon.

I don't believe it is necessary to point out to you that the procedure outlined in the letter is illegal, and cannot be accepted by the Union. I would also like to refer you to the ruling handed down by Judge Ross of Redding in the case of Coast Pacific

General Counsel's Exhibit No. 5—(Continued)
versus Lumber and Sawmill Workers of A. F. of L.

It is my belief, Mr. Hood, that you were not aware of the action being taken by the Logging Superintendent until you received a copy of the letter, and in my opinion I do not believe you would have sanctioned such action had you been informed of it.

The Union would like to request that you take proper action in this matter, and see that the Union's rights under Article II, Section (2) "Union Membership" of the Working Agreement are properly observed by the Company.

Thanking you for your cooperation in this controversy, I remain

Very truly yours,

Robert P. Crimmins,
Business Agent, Local 13-433,
I.W.A.-C.I.O.

RPC:mt

GENERAL COUNSEL'S EXHIBIT No. 6

(Copy)

RALPH L. SMITH LUMBER COMPANY

Manufacturers of Ponderosa Pine, Sugar Pine,
Incense Cedar, Douglas Fir and White Fir
General Office—Anderson, California

May 17, 1955

Mr. Robert P. Crimmins
Business Agent
Local 13-433 I.W.A.-C.I.O.
P. O. Box 923
Anderson, California

Dear Mr. Crimmins:

This will acknowledge receipt of your letter of May 6th, also your registered letter of May 16th, with reference to Charles Hatfield, an employee of the woods department.

Following the first letter, no immediate action was taken because so many times an employee will join the union according to the contract, following such action by the union.

You are aware that Mr. Hatfield signed an authorization for deduction of union initiation fee and union dues, this authorization being dated May 13, 1955. Your registered letter of May 16th was written by you with full knowledge of this authorization. We therefore conclude that it is not acceptable to the union, and accordingly Charles Hatfield was

General Counsel's Exhibit No. 6—(Continued)
discharged this noon, according to your requirements.

Yours very truly,

RALPH L. SMITH LUMBER
COMPANY,

By

A. B. Hood,
General Manager.

ABH:ES

GENERAL COUNSEL'S EXHIBIT No. 7

(Copy)

RALPH L. SMITH LUMBER COMPANY

Manufacturers of Ponderosa Pine, Sugar Pine,
Incense Cedar, Douglas Fir and White Fir

General Offices—Anderson, California

May 20, 1955

Mr. Robert P. Crimmins
Business Agent
Local 13-433 I.W.A.-C.I.O.
P. O. Box 923
Anderson, California

Dear Mr. Crimmins:

We are enclosing our check in the amount of
\$23.50 which represents union initiation fees of

General Counsel's Exhibit No. 7—(Continued)

\$20.00 and union dues of \$3.50 for Charles Hatfield. We have a signed authorization from Mr. Hatfield to make this deduction from his payroll check, and to pay the amounts deducted to the Union. In addition to the signed authorization, Mr. Hatfield called at the office on May 18th and specifically requested that we make the deductions authorized by him, and make payment to the Union.

Inasmuch as our contract provides that we will withhold dues and pay them to the Union, we are abiding by the contract by forwarding this payment to you.

As you know, Charles Hatfield was discharged by the Company on May 17, 1955 inasmuch as the union had requested his discharge under Article II, Section (a).

Yours very truly,

RALPH L. SMITH LUMBER
COMPANY,

By

R. W. Mason,
Secretary-Treasurer.

RWM:ES

Enclosure

GENERAL COUNSEL'S EXHIBIT No. 8

(Copy)

May 23, 1955

Mr. R. W. Mason, Secretary-Treasurer
Ralph L. Smith Lumber Company
P. O. Box 697
Anderson, California

Dear Sir:

Please find enclosed a check made out by you to C.I.O. Local 433, dated May 20, 1955.

In your letter you stated the amount \$23.50 was to cover initiation fee and dues for one Charles Hatfield.

Inasmuch as Mr. Hatfield is not a member of the Local, and is at this time not eligible; the Union is requesting that you make payment of this amount to Mr. Hatfield.

Very truly yours,

Robert P. Crimmins,
Business Agent, Local 13-433,
I.W.A.-C.I.O.

RPC:mt

Enc. Check

Letter mailed registered mail, return receipt. Return receipt card signed for as follows: R. W. Mason, by Rm. Erickson, 5/24/55.

GENERAL COUNSEL'S EXHIBIT No. 9

RALPH L. SMITH LUMBER COMPANY

General Sales Offices:
Anderson, California

Manufacturers of Ponderosa Pine, Sugar Pine,
Incense Cedar, Douglas Fir and White Fir

5-13-1955

Mr. A. B. Hood:

I have offered to join the union. As soon as the papers are offered to me to sign I will do so.

/s/ CHARLES HATFIELD.

I have rec'd Del. 5/13/55.

GENERAL COUNSEL'S EXHIBIT No. 10

(Copy)

13 May 1955

Ralph L. Smith Lumber Company
Woods Operation
Attention: Mr. Walter O. Hansen

Dear Sir:

Please find enclosed my authorization for the deduction of union dues and initiation fees which have been signed by me this date to be considered as nunc-pro-tunc to 1 November 1954.

You are authorized by me to make the deductions from my pay check in accordance with the enclosed union deduction slip.

General Counsel's Exhibit No. 10—(Continued)

Yours very truly,

Charles Hatfield.

Witnessed: James Gordon, Job Steward, International Woodworkers of America, C.I.O. Local Union 13-433.

Enclosure

cc/ Mr. Robert Crimmins, Mr. A. B. Hood.

GENERAL COUNSEL'S EXHIBIT No. 11

(This Copy to Employer)

Date 5/13/55

To Ralph L. Smith Lbr. Co.

I hereby authorize you to deduct from my wages and to pay to Local Union No. 13-433, International Woodworkers of America, the following:

Union initiation fees in the amount of \$20.00,

Union dues \$3.50 per mo.,

Union assessments in the amount and at the time stated in notice received by you from the Local Union.

/s/ CHARLES HATFIELD,
Signature of Employee.

Social Sec. No. 557-22-0008, 2122 Pine St., Redding, Calif.

Deducted May '55 payroll.—H. J.

GENERAL COUNSEL'S EXHIBIT No. 12

Application for Membership in

International Woodworkers of America

Affiliated with Congress of Industrial Organization
and Canadian Congress of Labour

Name: Charles Hatfield. Book No.....

Home Address: 2122 Pine St., Redding, Calif.

Date of Birth: Sept. 11, '20.

Employed at Ralph L. Smith Lbr. Co. S. S. No.
557-22-0008.

Starting Date: Oct. 17, 1954. Local No.

I hereby request and accept membership in the
International Woodworkers of America, and of my
own free will hereby authorize the I. W. of A. to
act for me as the collective bargaining agency in
all matters pertaining to rates of pay, wages, hours
of employment, or other conditions of employment.
It is further understood that upon acceptance of
my application by the local union, I shall then be-
come a member of the I. W. of A.

Have you ever been rejected or suspended from
any labor union?.....(Yes or No.)

If yes, state reasons and give details on back of
this card.

In case of misstatement of qualification for mem-
bership I agree to forfeit all rights, privileges and
moneys paid.

Applicant's Signature:

/s/ CHARLES HATFIELD.

Witness:

/s/ J. M. GORDON.

Date Initiated:

Date signed: 5-13-55.

GENERAL COUNSEL'S EXHIBIT No. 14

Date 5/5/1955

(This Copy to Employer)

To R. L. Smith Lbr. Co.

Name of Employer

I hereby authorize you to deduct from my wages and to pay to Local Union No. 13-433, International Woodworkers of America, the following:

Union initiation fees in the amount of \$20.00.

Union dues \$3.50 per month.

Union assessments in the amount and at the time stated in notices received by you from the Local Union.

PAUL E. THOMAS,

Signature of Employee.

Social Sec. No.

Address

Form 7 37844

GENERAL COUNSEL'S EXHIBIT No. 15

Date 5/5/1955

(This Copy to Employer)

To R. L. Smith

Name of Employer

I hereby authorize you to deduct from my wages and to pay to Local Union No. 13-433, International Woodworkers of America, the following:

Union initiation fees in the amount of \$20.00.

Union dues \$3.50 per month.

General Counsel's Exhibit No. 15—(Continued)

Union assessments in the amount and at the time stated in notices received by you from the Local Union.

WALTER D. SPANGLE,

Signature of Employee.

Social Sec. No. 546-40-4713, Millville, Calif.

Form 7 37844

Address

GENERAL COUNSEL'S EXHIBIT No. 21

International Woodworkers of America
Affiliated With The Congress of Industrial
Organizations and the Canadian Congress
of Labour

Constitution

Revised January, 1954

418 Governor Building

Portland 4, Oregon

* * * * *

Section 6: Any applicant who applies for membership in a Local Union and whose application is accepted shall be regarded as a member of that Local Union.

Section 7: No applicant, who has been accepted into the Union, shall be regarded as being a member with full rights and privileges until the full amount of the initiation fee has been paid to the Local Union where application for membership was accepted and the obligation administered.

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 22

Constitution and By-Laws
International Woodworkers of America
Local Union 13-433
Anderson, California

* * * * *

Article 2

Section 1. Membership: To qualify for membership in this Union, candidates shall hold rights under the jurisdiction of this Union and shall become members by paying initiation fee and the current month's dues and dues for each month thereafter. No candidate can become a member without assuming the obligation of the International Woodworkers of America as administered by the local union.

Section. 2. Any candidate paying his or her initiation fee and failing to present himself or herself for initiation within one month shall forfeit the same to the Union, unless he or she can present a reasonable excuse. Any member becoming three (3) months in arrears for the nonpayment of dues or assessments shall be delinquent and shall forfeit voice and vote, unless officially exonerated, and may be suspended from membership. Any member becoming six (6) months in arrears for the non-payment of dues or assessments shall be suspended from membership.

* * * * *

GENERAL COUNSEL'S EXHIBIT No. 23

(Copy) July 21, 1955

Local Union 13-433, IWA-CIO

P. O. Box 923

Anderson, California

Re: Charles R. Hatfield

Gentlemen:

As you know, Mr. Charles R. Hatfield has been reinstated by the Ralph L. Smith Lumber Company as of July 14th, 1955.

Enclosed find my trust fund check in the sum of \$30.50; this sum represents \$20.00 initiation fee for joining the union and dues of \$3.50 per month for the months of April, May and June. It is understood that the succeeding months will be deducted from his pay in the usual manner by Ralph L. Smith Lumber Company and forwarded to you.

If there is any question concerning Mr. Charles R. Hatfield's application to join the union, this letter also constitutes such a request and application for joining same.

Very truly yours,

Frank W. Shuman.

FWS:vr

Enc.

cc: Ralph L. Smith Lumber Co.

National Labor Relations Board

Certificate

This is to certify that the attached proceedings before the National Labor Relations Board for the Twentieth Region in the matter of: International Woodworkers of America, CIO, Local Union 13-433 and Charles R. Hatfield, an Individual, Case No. 20-CB-408, Redding, California, September 28-30, 1955, were had as therein appears, and that this is the original transcript thereof for the files of the Board.

ACME REPORTING
COMPANY,
Official Reporters,

/s/ By C. W. JOHNSON,
Field Reporter.